



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

A Request for Proposals for

WICSIS LOCAL AGENCY TECHNOLOGY REFRESH

**Acquisition of Computer Hardware and Supplies
(Including Deployment, Maintenance and Consulting Services)**

RFP No. 0901060428

Schedule of Key Events

Request for Proposal Release Date:	8/17/09
Letter of Interest Due: (optional)	9/8/09
Written Questions Due:	9/8/09
Registration for Bidders' Conference Required by:	9/8/09
Bidders' Conference: Time 9:30 a.m. – 1:30 p.m. (Menands, NY)	9/16/09
Response to Written Questions and Questions Received at Bidders' Conference:	9/23/09
Proposal Due:	10/22/09
Bid Opening	10/23/09
Estimated Award Date	1/10/10
Estimated Contract Start Date	5/10/10

**This RFP and attachments may be downloaded from:
<http://www.nyhealth.gov/funding/>**

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

Designated Contacts:

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

Bonnie DeGennaro
Grants and Procurement Unit
New York State Department of Health
Room 1344, Corning Tower, Empire State Plaza
Albany, New York 12237

Permissible Subject Matter Contacts:

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

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

Negotiation of Contract Terms after Award:

Guido Quattrocchi, Director
Bureau of Information Technology Services
Division of Nutrition
New York State Department of Health
150 Broadway – Suite 650
Albany, New York 12204-2719
E-mail: wictechrfp@health.state.ny.us

All other permissible subject matter including submission of written proposals or bids, submission of written questions, participation in the pre-bid conference and debriefings:

Vicki Ayers/Peggy O'Neil
Bureau of Information Technology Services
Division of Nutrition
New York State Department of Health
150 Broadway – Suite 650
Albany, New York 12204-2719
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SECTION 1: INTRODUCTION

The Women, Infants and Children (WIC) Program is a federal program under the jurisdiction of the United States Department of Agriculture (USDA) and administered by the New York State Department of Health. WIC's purpose is to improve pregnancy outcomes, promote optimal growth and development for infants and children and influence lifetime nutrition and health behaviors. The program provides prescribed supplemental foods, nutrition education and counseling, and referral to health care and social services for low-income persons at nutritional risk, including pregnant, postpartum and lactating women, infants, and children up to age five. Currently, New York's WIC Program provides approximately \$565 million per year in benefits. It serves approximately 500,000 participants monthly at 100 local agencies statewide and operates 550 service sites that employ an estimated 1,700 local agency staff.

The WIC Statewide Information System (WICSIS) provides state and local agency workers throughout New York State with a fully functional client/server application and database for the Special Supplemental Nutrition Program for Women, Infants and Children (WIC). It enables each local agency to schedule, certify, document nutrition risk and counseling, analyze the clinic's operations and print and distribute computer-generated checks directly to its participants during their scheduled visits. Participants sign an electronic check register when receiving their WIC checks. These checks are only redeemable at WIC-approved grocery and pharmacy stores for the foods and infant formula specified on the check.

The New York State Department of Health (NYSDOH) is soliciting proposals to provide a wide range of computer hardware, supplies and services to upgrade existing equipment that supports WICSIS.

The NYSDOH Division of Nutrition (DON) will select a single contractor to provide all products and services related to this Request for Proposals (RFP). The bidder must provide proof that manufacturer(s) of equipment proposed in this RFP have been in the commercial computer business for a minimum of two years and have minimum yearly sales as follows:

- Desktop computers – 1,000,000 systems
- Notebook computers - 500,000 systems
- Printers - 100,000 units

SECTION 2: BACKGROUND

NYSDOH DON needs to procure a new four-year contract with an optional one year extension to lease PCs, laptops, printers and various other items including maintenance, supplies, consumables and other services. The selected contractor will be responsible for configuring the equipment to NYSDOH DON specifications and installing it at approximately 225 locations across New York State, following a predetermined schedule.

It is anticipated that the contract resulting from this RFP will begin on May 10, 2010. One month following execution of the contract, NYSDOH DON staff will require a small number of systems to be used to perform compatibility testing and other preparatory tasks prior to implementation. NYSDOH DON will provide this information to the winning contractor at least two weeks prior to this testing.

Installations at the State WIC Central Office and the WIC Training Centers will occur two months following receipt of the testing equipment. A pilot deployment to Local Agencies is scheduled to occur a month thereafter with the rest of the installations to take place over a six-month period, beginning two months after the pilot start date .

The contractor must ensure that all necessary steps are taken to complete the implementation on schedule. This requires configuration and installation of all equipment and software at approximately 225 permanent WIC sites statewide, six regional offices, the State Central Office in Menands and the WIC Training Centers.

To achieve the installation deadlines, the products procured as a result of this RFP must be installed according to a schedule to be confirmed as soon as possible after the contract award. Locations of current sites are provided in Attachments 14 and 15.

SECTION 3: DETAILED SPECIFICATIONS

3.01 Scope of the Project

The successful bidder will be responsible for providing the products and services listed below to the NYSDOH DON.

All references to quantities in Attachments 18 - 23 are ESTIMATES and will be used only for evaluation purposes. However, these numbers do reflect our best estimates at this point and should help to delineate the scope of the project. The successful bidder will be required to conform to New York State procurement rules for the purchase of equipment, supplies and services.

A. Hardware/Software

The contractor will be required to lease hardware such as workstations, printers, servers, wireless routers, etc. The bidder must provide the latest shipping version of Microsoft Windows operating system for business for all computers as detailed in Attachment 17. File and Print servers and laptop servers must be configured with the latest shipping server version of Microsoft Windows operating system, but without additional Client Access Licenses (CALs). Refer to Attachments 14 and 15 for site locations and to Attachment 17 for a complete list of required hardware.

B. Supplies

The contractor will be required to provide one additional toner per printer upon installation and guarantee the same price for additional toner and other supplies (that may be purchased at NYSDOH DON's discretion), starting with the first local agency deployment and continuing for one year. (Refer to Attachments 14, 15 and 17 and Section 3.04.D. for details).

C. On-Site Hardware Maintenance

The contractor will be required to provide on-site maintenance for all hardware leased under this contract.

D. Consulting Services

The contractor will be required to provide appropriately trained and certified staff to assist NYSDOH DON personnel with issues relating to configuration and troubleshooting of the equipment provided. These services must be available at the proposed cost on an "as needed" basis over the life of the contract.

3.02 General Provisions

The bidder must specifically address and respond in writing to each item, stating specifically whether the proposal submitted does or does not meet the stated requirement. Responses should be cross-referenced in Attachment 4, Bidder Response Checklist. Also, please refer to Section 4, Proposal Requirements, for specifics.

A. Bidder's Introduction/Profile

Provide a bidder's profile that includes:

- A brief introduction of the bidder
- Products and services that the company provides
- Ability to provide NYSDOH DON with the proposed services
- Number of years providing any of the sales/services being requested in the RFP
- Company's name, address, telephone/fax numbers
- Federal identification number
- List any Doing Business As (DBA) or Also Known As (AKA)
- Names of the President or CEO and other top executives
- Name of the person from your company that can be contacted regarding the proposal. Include the contact person's telephone and fax numbers (including area code) and e-mail address.
- An alternate contact person in case the main individual is not available. Provide the same information as for the main contact

B. Bidders References

Provide five customer references, including the names of contact persons and their telephone numbers. Provide two alternate references that may be contacted in the event that any primary reference is unavailable. At a minimum, the projects used for references should resemble this one in terms of size, function, etc., particularly in the areas of support, maintenance and deployment. If any services were performed for a state agency, please include it as one of your references.

C. New Hardware and Latest Technology

All hardware proposed by the bidder must be new (unused) and be the latest models in current production that meet the productive use requirement described in Section 3.03.B. A statement to this effect must be included. NYSDOH DON may monitor press announcements and other information sources to ensure the validity of the statement.

D. State Energy Efficiency

The bidder must agree to meet mandatory standards and policies related to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

E. Federal Regulatory Compliance

1. Environmental

The bidder must agree to comply with Section 306 of the Clean Air Act (42 U.S.C. 1857{L}), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15), which prohibit the use of pollutants under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities. Violations are to be reported to the applicable Federal agency and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329).

2. Anti-Kickback

The bidder must agree to comply with the provisions of the “Anti-Kickback” section of the Copeland Act (18 U.S.C. Section 874) which prohibits “kickbacks” from public works employees and applies to any contract assisted in whole or in part by loans or grants from the Federal Government, except those contracts where the only federal assistance is a loan guarantee. Violators are subject to a fine or imprisonment of not more than five years, or both.

3. Software and Documentation

The bidder must agree to comply with the provisions that the State and the USDA Food and Nutrition Service reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use for State and Federal Government purposes, the copyright of any software and associated documentation developed under the resulting contract.

F. Lease Agreement Documentation

Upon request, bidder must agree to provide a copy of the lease agreement language intended for use in the resulting contract. This will not be scored; it is for information purpose only.

G. Terms of Proposal

The terms of all proposals must remain in effect for at least 270 calendar days after the proposal submission date. The bidder must include a statement of compliance with this provision.

3.03 **Technical Requirements**

The bidder must respond in writing to each item, stating how each requirement is met, and not simply respond with such terms as “agreed” or “complied with”. Complete Attachment 4, Bidder Response Checklist. Also, please refer to Section 4, Proposal Requirements, for specifics.

A. Equipment Reliability

1. In order to ensure the overall reliability of the computer product lines provided under

this RFP, the computer equipment manufacturer will be evaluated against the Gartner Group's Magic Quadrant for both Global Enterprise Laptops and Desktop PCs and the NYSDOH DON criteria listed below. Provide information that the manufacturer meets these criteria.

2. Bidders must complete Attachment 29 (Equipment Reliability (NYSDOH DON Criteria) and attach any applicable documentation for the NYSDOH DON criteria listed below:
 - a. Desktop Computer Business
Provide proof that the computer manufacturer has commercial desktop computer sales of at least 1,000,000 systems per year and have been in the commercial desktop PC business for at least two years.
 - b. Laptop computer Business
Provide proof that the computer manufacturer has commercial laptop computer sales of at least 500,000 systems per year and have been in the commercial notebook PC business for at least two years.
 - c. Printer Business
Provide proof that the printer manufacturer has commercial printer sales of at least 100,000 units per year and have been in the commercial printer business for at least two years.
 - d. Microsoft Certification
All proposed computers must have been certified by Microsoft for the operating system provided with it.
 - e. Regulatory Approvals
All equipment (where applicable) must be UL-listed and have received a minimum Class B rating by the FCC.

B. Productive Use Requirement

All proposed hardware and software must have been installed in a production environment of paying customers, and must have been in full production (not "beta") use for a minimum of three months at the time of the bid submission. Documentation must be submitted which indicates the performance (overall reliability) of each type of equipment proposed. The information must document that the equipment is currently on the premises of at least three different paying customers, none of which is owned by or owns the bidder. This should include the name and address of the installation and the name, title, and telephone number of the contact person at that installation.

3.04 Hardware, Software and Supplies Specifications

- A. Electronic fill-in forms (Attachment 18) have been provided for technical specification responses. The forms and instructions are located on the following web site:

<http://www.nyhealth.gov/funding>, under the RFP Title, WICSIS Local Agency Technology Refresh. They must be completed for products in each category and printed out. You may also submit an electronic file of this attachment. Attach the corresponding manufacturer's specification sheets for each product being proposed.

B. Hardware

For all hardware, the bidder must adhere to the following requirements:

1. Specify exact equipment brand name and model, CPU type and speed, all component information, etc., using form provided in Attachment 18.
2. Must meet all minimum requirements specified in Attachment 17.

C. Software

1. The bidder must provide the Microsoft Windows operating system for all computers and servers, and must include version information on specification forms provided in Attachment 18. The version included with each client computer shall be the latest version of Microsoft Windows for business currently shipping at the time the order is placed. File and print servers and laptop servers must be configured with the latest shipping server version of Microsoft Windows operating system, but without additional server CALs. The Division's networks have been configured to use per-seat licensing.
2. All client machines (desktops and laptops) will be loaded with the Microsoft Windows operating system, Sybase Client, Symantec Anti-Virus, and the WICSIS (PowerBuilder) application. Additionally, all client machines for local agencies will be loaded with Open Office and Microsoft Word 97 and those for the Central and Regional Offices will be loaded with Microsoft Office 2007. These machines will be pre-loaded by the contractor from images created by NYSDOH DON and provided to the contractor during the pre-installation phase. NYSDOH DON will provide licenses for all software other than the Windows operating system and any software required to operate each specific component (such as DVD burner software and drivers).

D. Supplies

NYSDOH DON requires the contractor to provide certain supplies at the price quoted in its bid, beginning at the first deployment and continuing for one year. The following supplies must be included on the Technical Specification Response form (Attachment 18) and must meet the minimum requirements outlined in Attachment 17:

- Toner (regular)
- Toner (MICR)
- Cat 5e Network Cables

E. Optional Hardware, Products and Supplies

The items listed in the Optional Technology section of Attachment 17 may be purchased or leased under this contract if NYSDOH DON chooses to do so. Bidders are required to submit technical specifications and pricing for information purpose only. Pricing will not be scored or added to the total bid price. All optional items will be shipped directly to the NYSDOH DON Central Office in Albany and installed by state personnel. Prices quoted should include all shipping and handling charges (if any) to NYSDOH DON Central Office.

Provide the exact equipment brand name and model, CPU type and speed, all component information, etc. for all optional hardware and products indicated, as well as the brand and description of the optional supplies listed on Attachment 18.

3.05 **Support and Maintenance Requirements**

Successful bidder must appoint a Project Manager to be responsible for the success of the project and provide consulting services on an as needed basis.

The bidder must propose an equipment maintenance plan covering each applicable product for the duration of the contract (from NYSDOH equipment acceptance through end of the contract), and cover all costs including labor, parts, shipping, and travel.

A. Project Management

The successful bidder must appoint a Project Manager to be responsible for the overall success of the project. The project manager must have the authority to make decisions on behalf of the contractor to correct problems and improve services when necessary. Once the winner of the bid is selected, the bidder must provide the NYSDOH DON the project manager's name, telephone/fax numbers, e-mail address and resume. This individual will initially report to the NYSDOH DON on a weekly basis prior to and during deployment to provide an update on the status of the project.

A designated project manager will not be needed once deployment is completed. However, NYSDOH DON will still require a designated individual to resolve issues that may arise during the life of the contract such as billing, maintenance, contract changes and additional orders. NYSDOH DON reserves the right to request a replacement if NYSDOH DON is not satisfied with the individual's performance.

Bidder is to provide a statement of compliance with this requirement.

B. Consulting Services

The contractor is required to provide appropriately trained and certified staff to assist NYSDOH DON personnel with issues relating to configuration and troubleshooting of the equipment provided. These services must be available at the proposed cost on an "as

needed” basis over the life of the contract. A resume or other documentation of experience of the proposed individual will be required prior to commencement of any consulting engagement. The Department of Health reserves the right to request an alternate individual if the one proposed by the contractor is not satisfactory. Bidder is to provide a statement of compliance with this requirement.

C. Provide detailed Support and Maintenance Plans for the following:

- Asset management/inventory control
- Acquisition of supplies
- Maintenance of all hardware and software

1. Assets Management/Inventory Control Plan

An integral part of the project is the contractor’s ability to make available asset tracking information that includes, but is not limited to, the items listed below.

Describe your proposed plan addressing the requirements listed below:

- a. Inventory must be provided to NYSDOH DON in electronic form quarterly and whenever requested by the NYSDOH DON.
- b. The file format, to be negotiated with the winning contractor, will enable the import of asset information into the Help Desk software application, which runs on MS SQL 2005.
- c. Changes to inventory information, such as serial number due to equipment replacement, must also be provided in this file. The information provided should include:
 - Equipment type (PC, laptop, printer, etc.)
 - Equipment model number
 - Equipment serial number (originally issued and replacement(s), if any)
 - Equipment installation location (site #, name and address)
 - Installation date
 - Lease starting date
 - Lease ending date
 - End of lease notification date (if applicable)

2. Supply Acquisition Plan

An ordering system must be established to allow NYSDOH DON to procure, on an “as needed” basis, all supplies listed in Section 3.04.D. Bidders must describe the plan by which this requirement will be accomplished.

The WIC Help Desk will generate orders to request supplies. The order will provide the contractor with the product ID, quantities required and the name and address of

the site where the order is to be shipped. It is the contractor's sole responsibility to ensure on-time delivery of all orders to the requested location.

NYSDOH DON reserves the right to stop ordering supplies from the bidder at any time. No minimal order guarantee is made by NYSDOH DON other than the number required for the initial installation.

Shipping charges for mailing of supplies by regular, ground shipment must be included in the proposed price. In rare cases, the NYSDOH DON may request a delivery by other than routine ground shipment. In these cases, the shipping charges will be paid by NYSDOH DON as charged by carrier.

Plan must include a method that will give NYSDOH DON the ability to confirm delivery of supplies to verify invoices against the orders. NYSDOH DON would prefer a web based system to access this information.

3. Hardware and Software Support and Maintenance Plan

The goal of the on-site support and maintenance plan is to minimize disruption of WIC service delivery due to non-functional equipment. For the contract duration, the contractor will repair or replace all non-functioning equipment. Total maintenance cost must include all labor, parts, shipping, and travel. Bidder must describe the plan by which these requirements will be accomplished including:

- a. A description of the bidder and its technical support team that will be used for support and maintenance. Include experience and qualifications in maintaining this type and quantity of equipment. Bidder must indicate if support team is a subcontractor organization and, if so, what function(s) they will perform and their experience in performing such functions.
- b. Providing bidder's customer references (as required in Section 3.02.D.) where services similar to those required in this section were or are being provided. If a subcontractor will be used, provide three references (including the names of contact person and their telephone numbers) for each service being performed by the subcontractor.
- c. Describing how the maintenance plan will address and incorporate each of the following requirements:
 - i. Maintenance for these devices must include all labor, parts and maintainable items within the unit including, but not limited to, printer fusers, rollers and other parts subject to wear.
 - ii. Contractor must provide a single centralized call center to handle all service calls.

- iii. Contractor must provide a customer priority code or other mechanism to allow for immediate response to support calls.
 - iv. Contractor must provide a mechanism to allow NYSDOH DON staff to report equipment problems when the contractor's help desk is closed (a web-based tool would be preferred.)
 - v. The contractor's Call Center will assign a tracking ticket number to each call. Ticket status must be updated within two hours of a ticket's change in status.
 - vi. An online, web-based system must be available to allow NYSDOH DON staff to check the status of any maintenance ticket opened or closed. This tool does not need to be integrated with the NYSDOH DON Help Desk call tracking system.
 - vii. Closed ticket information must be available for a minimum of six months after closure. All information entered on such ticket must be available online.
 - viii. Equipment must be repaired and returned to its fully functional condition.
 - ix. Computers must be reloaded/re-imaged after repairs have been made (if necessary).
- d. Contractor must maintain and provide replacement parts, where applicable, for all proposed equipment for a period covering at least the duration of the contract, including any extension agreed upon by NYSDOH DON and contractor. These components must be manufacturer-approved replacement parts and comply with warranty requirements. In the event that a replacement part requires the return of the old part, the contractor will be required to return such part. Exceptions to this requirement are all the replaced data storage devices (as defined in Section 3.07), which need to be returned to our Central Office in Menands after they are replaced.
 - e. Contractor must continue to provide NYSDOH DON firmware and driver updates for all installed equipment as they are released throughout the length of the contract.
 - f. The NYSDOH DON Help Desk will conduct the first level of troubleshooting when a system is in need of repair. Help Desk must not be required to use specific tools or perform invasive troubleshooting steps requiring the handling of hardware components. If the NYSDOH DON Help Desk is unable to resolve the problem, the ticket will be referred to the contractor and the following steps will be taken:

- i. The contractor's call center will give the NYSDOH DON Help Desk a tracking number for the incident and will make the ticket status available to NYSDOH DON online.
 - ii. Prior to dispatching a technician, the contractor must contact the site contact person/coordinator to schedule a time for the technician's arrival and to ensure staff and/or required resources will be available when the technician arrives.
 - iii. The contractor's call center will dispatch a technician to correct the problem in compliance with Time Frames and Service Levels described below.
 - iv. If the equipment cannot be repaired in the allotted time, the contractor must agree to call in the equipment manufacturer and pay for all expenses incurred to repair or replace the equipment.
- g. Adherence to Time Frame Definitions listed below:
- i. Notification Response Time: This is the time interval between the time a trouble call is placed and a return call is received by the NYSDOH DON Help Desk. Calls will be placed through a single call center. NYSDOH DON will record in its Help Desk system the time a service call has been placed.
 - ii. Site Response Time: This is the time interval between the time the initial trouble call is placed and the time the contractor arrives at the site. Local agency staff will record the time the contractor arrives at the site.
 - iii. Repair Time: This is the time interval between the time the contractor arrives on site and the time that the equipment is repaired or replaced, fully configured, and functional. Local agency staff will record the time the repair is completed.
 - iv. Business Hours: For the purposes of Service Levels, business hours are from 9:00 a.m. to 5:00 p.m. Monday through Friday.
- h. Adherence to the following Service Levels:
- i. For all servers, including laptop servers, Magnetic Ink Character Recognition (MICR) printers and wireless routers:
 - Notification Response Time: One hour
 - Site Response Time: Four hours
 - Repair Time: Four hours

- ii. For all other equipment (desktops, laptops, non-MICR printers, etc.)
 - Notification Response Time: One hour
 - Site Response Time: Next Business day
 - Repair Time: One Business day
- i. In cases where the agency causes the contractor to miss the required Service Level, the clock will re-start at the time that the agency is available to have the service performed.
- j. Liquidated Damages
The following non-negotiable liquidated damages apply to Warranty/Repairs. Damages will be assessed at the discretion of NYSDOH DON on a case-by-case basis. These fees shall not apply to circumstances outside of the contractor's control.
 - i. All servers, wireless routers and MICR printers:
\$200.00 per hour, per unit, commencing after Site Response Time or Repair Time has passed.
 - ii. Workstations, laptops and laser printers at permanent sites:
\$200.00 per day, per unit, commencing after Site Response Time or Repair Time has passed.

3.06 Deployment Plans

Bidder must provide detailed plans for the deployment of all hardware, software and supplies. Describe the plan by which these requirements will be accomplished including:

A. Quality

A high standard of quality is expected to be maintained by the contractor for the duration of the contract. This level of quality applies to all aspects of deployment including pre-installation, staging, de-installation of old equipment, installation and site acceptance. To ensure service quality, provide the following within each plan:

1. A description of the bidder's support team that will be used for deployment. Include experience and qualifications in deploying this type and quantity of equipment. Bidder must indicate if support team is a subcontractor organization and, if so, what function(s) they will perform and their experience in performing such functions.
2. Bidder's customer references (as required in Section 3.02.B.) for which services similar to those required in this section were provided. If a subcontractor will be used, bidder must provide three references (including the names of contact persons and their telephone numbers) for each service performed by the subcontractor.
3. Provision for project tracking, status reports and ad hoc meetings.

4. Provision for problem identification, tracking, resolution and reporting.

B. Pre-installation Requirements

Prior to the installation of the equipment, the contractor must provide equipment to create images, assist with and test NYSDOH DON's configuration and installation guide, stage equipment and ensure accessibility to each WIC site for equipment delivery.

The bidder must describe a plan that meets these requirements:

1. Provide a complete set of equipment to the NYSDOH DON at least 30 days prior to the commencement of the first deployment for the purpose of creating images for each server, desktop and laptop equipment and to create procedures for the configuration of the equipment in the field. NYSDOH DON will provide the contractor with images to be used on each of the computing devices and instructions on how to setup the equipment at the sites.
2. Assist NYSDOH DON in developing the hardware configuration and software installation guide. Contractor will also be responsible for testing this guide on appropriate equipment.
3. Stage equipment and pre-install disk images on all computers prior to site installation. Contractor should complete as much set up work as possible prior to the installation date to minimize set up time at each site.
4. Ensure accessibility for on time delivery of equipment to each WIC site; e.g., that contractor-designated vehicles and equipment are not impeded.

C. Staging Plan

The bidder must provide a detailed Staging Plan for the deployment of all hardware, software and supplies. This plan should include, but not be limited to:

1. Available staging facility and resources including location(s) and description of facility. Site(s) do not have to be located in New York State, but it is preferred. It should be noted that subcontracting is permissible for the staging area, as well as other aspects of this project as indicated in Section 4.01.P and 4.01.R. This site cannot be one of our WIC Agencies.
2. Inventory management procedures to ensure adequate stock of equipment and supplies to adhere to the established installation schedule.
3. Procedures for staging equipment (load/configure/setup of software, test and verify that it is correct).

D. De-installation of Old Equipment

The contractor will be required to remove the current equipment (approximately the same number as being installed) from each location and dispose of it as it deems appropriate. Bidder should submit a plan on how the equipment removal will be performed including a detailed explanation as to how each type of hard drive will be purged, cleared or destroyed. The plan should also include how the following requirements will be met:

1. Inventory current equipment by completing the “Inventory and Equipment Removal Certification” form.
2. Because sensitive information may be stored on hard drives, all data must be purged or cleared in accordance with the guidelines defined in the NIST publication SP 800-88, prior to removal of equipment from the site. The following protective measures must be taken:
 - a. PC and laptops hard drives (including laptop server drives) must be purged using the ATA secure erase functionality incorporated in each drive. This may be done either in the computer itself or by using an external tool (such as ATA Hammer, Drive Eraser Pro, or EDT Digital Shredder).
 - b. For the File and Print server hard drives, DOH prefers using the secure erase functionality embedded in the hard drive itself (similar to that used on ATA drives, if available) either using internal software or using an external device (such as SCSI-Hammer or EDT Digital Shredder). Alternatively, these drives may be cleared using a DOH approved hard drive wiping utility
 - c. Inoperable hard drives or drives that fail to be completely wiped must be degaussed or damaged on site in such a way as to make any of the data on the drive unrecoverable.
 - d. Document how the drive was purged, cleared or destroyed, the name of the technician performing the service and the date and time the service was completed. This information will be included on the “Inventory and Equipment Removal Certification” form. Have the NYSDOH DON on-site contact verify the information and sign the form.
3. Submit a copy of the completed form to the NYSDOH DON Project Manager and give a copy to the NYSDOH DON on-site contact.

E. Site Deployment Plan

1. General Requirements

Contractors must install equipment at all sites in accordance with the following requirements:

- a. Deliver all hardware and supplies to WIC sites (see Attachments 14 and 15) at the time of the installations (schedule to be provided to winning bidder). No pre-installation deliveries will be allowed, as sites do not have storage space to house this equipment.
 - b. Contractor must carry with them extra equipment to replace items that are defective at time of installation. This will avoid having the contractor return to that site.
 - c. The contractor must be prepared, during installation, to replace and/or apply new cable locks to equipment as needed. The locks must be uniquely keyed with a common master key and two individual keys that match the lock. Each agency must be given all individual keys (not the master) to its locks. The master key must be given to NYSDOH DON prior to the first agency installation. See Attachment 17, under Optional Supplies for lock specifications.
 - d. Connect and install all components using new patch cables provided by bidder. Contractor must have available new power strips to be used on equipment where one is not available or existing one is defective or in poor condition.
 - e. Perform final configuration and testing of all hardware. This process will include, but not be limited to, the connecting of PCs to the network to ensure operational connectivity to the Women, Infants and Children Network (WICNET). Additionally, the contractor will be responsible for the configuration, installation, cabling and testing of printers and all peripheral devices.
 - f. Inventory new equipment and have NYSDOH DON on-site contact verify and certify the “Inventory and Equipment Installation Certification” form. Form will be developed with the contractor.
 - g. Apply one NYSDOH DON-provided asset tag to each workstation, server, monitor, printer and signature capture device. The contractor will be responsible for purchasing additional tags if needed due to loss or waste on their part.
 - h. Complete all documentation for each WIC site, including asset tracking documentation. Contractors must complete and submit a “Site Completion” report on a NYSDOH DON-provided form for each site.
 - i. Remove all trash (boxes, etc). No receptacles/dumpsters will be provided.
2. Specific Requirements

PCs and servers are to be locked down using existing security cables and new glue-downs provided by contractor. The Local Agency staff will unlock old equipment prior to installation of new equipment. If an agency is unable to unlock existing

cables, the installer will use the NYSDOH DON-provided master key. In case installer is unable to unlock existing cable due to reasons outside their control, installer must be prepared to cut security cable with a bolt cutter and install new cable on the new equipment. Each agency must be given two individual keys (not the master) to its locks.

The following steps will be required for each equipment installation:

- a. PC
 - i. Unpack PC and setup in final location.
 - ii. Unpack and install components (keyboard, mouse, monitor, etc.).
 - iii. Install signature capture device (SCD).
 - iv. Connect PC to the network.
 - v. "Personalize" PC (assign host name, etc).
 - vi. Join the PC to the WICSIS domain.
 - vii. Verify ability to log on to the PC using a NYSDOH DON-supplied account.
 - viii. Test signature capture device (SCD) using a NYSDOH DON-provided utility.
 - ix. Verify that all printers at the site have been defined.
 - x. Lock down PC and monitor using new glue-downs provided by contractor and existing cable (or new one if old one is unavailable or unusable.)
 - xi. Install WIC asset tags (provided by NYSDOH DON) on both the PC and monitor.

- b. Laptops
 - i. Unpack laptop.
 - ii. Unpack and install laptop and accessories (mouse).
 - iii. Install SCD.
 - iv. Connect laptop to the network.
 - v. Personalize laptop (host name, IP, etc).
 - vi. Join laptop to WICSIS domain.
 - vii. Verify ability to log on to laptop using NYS DON-supplied account.
 - viii. Test SCD using a NYSDOH DON-provided utility.
 - ix. Verify that all printers at the site have been defined.
 - x. Disconnect from network.
 - xi. Reboot machine.
 - xii. Make sure wireless router is powered up.
 - xiii. Select temp site configuration.
 - xiv. Open network connections; configure wireless connection with static IP.
 - xv. Reboot laptop to temp site configuration and test connection.
 - xvi. Install WIC asset tag on laptop.
 - xvii. Lock down laptop if used in the office, as determined by NYSDOH DON site contact.

- c. Servers (File & Print and Laptop)
 - i. Unpack server and set up in final location. Most sites will require the File and Print (F&P) server to be installed on a rack. If so these devices don't typically require a lock down cable.
 - ii. Unpack and install sub-components (keyboard, mouse and monitor).
 - iii. "Personalize" server (assign host name, etc.)
 - iv. Verify that all printers have been defined.
 - v. Lock down server and monitor using new glue-downs provided by contractor and existing cable (or new one if old one is unavailable or unusable). Exclude F&P servers installed on racks.
 - vi. Install WIC asset tags (provided by NYSDOH DON) on the server and monitor.

- d. Wireless Router
 - i. Connect wireless router Ethernet port to Port #9 on the existing Cisco 1811 ISR router using cable included with wireless router or vendor-provided one.
 - ii. Login to the wireless router using default username and password.
 - iii. Change username and password to those provided in setup documentation for wireless router.
 - iv. Configure the IP address, subnet mask, and Gateway IP address for the LAN configuration and save configuration.
 - v. Configure a static route to the 10.100.1.0 network.
 - vi. Configure SSID and WPA2 Pre-Share Key as provided in setup procedures.
 - vii. Contact the NYSDOH DON Help Desk and ask for a DataCom person.
 - viii. Datacom person will verify that they can connect to the wireless router.
 - ix. Datacom person will verify configuration.
 - x. After Datacom person verifies configuration, the installer will test connectivity to wireless router from wireless laptops via their wireless connection.
 - xi. Datacom person will verify that they can see all wireless laptops connected.

- e. Printers
 - i. Unpack printer and set up in final location.
 - ii. Install subcomponents (drawers, adapters etc.).
 - iii. Connect printers to the network and electrical power.
 - iv. Install toner cartridge.
 - v. Set IP address.
 - vi. Set printer passwords.
 - vii. Turn off unneeded services and protocols as defined by NYSDOH DON.
 - viii. Print a test page from a networked PC.
 - ix. Print a test page of checks on each MICR printer using a NYSDOH DON-supplied utility. Verify acceptability of test checks with DOH staff.
 - x. Install WIC asset tag (provided by NYSDOH DON).

F. Site Acceptance

Each WIC site installation will not be considered complete until all the equipment has been inspected and accepted by a representative from the NYSDOH DON and he/she has verified the accuracy of each sample check page printed on each MICR printer. For each site, the contractor must complete the paperwork mutually agreed upon by the contractor and NYSDOH DON and specified in the Statement of Work (SOW) to be developed prior to commencement of work. The NYSDOH DON on-site contact must sign the completed forms before the contractor leaves the site. There will be no partial acceptances. Contractors will ensure all steps are taken to minimize all possible delays within its control.

Liquidated damages of \$400.00 per site per day may be assessed for late installations. Liquidated damages will not apply to situations in which extreme weather conditions or other events outside the contractor's control make it impossible to meet the established schedule. An installation will be considered late when the contractor is unable to adhere to the installation schedule agreed upon by the Contractor and the NYSDOH DON. Penalties are non-negotiable.

3.07 **Data Security**

In order to safeguard the confidential information that may be stored on the equipment procured under this contract, all storage devices removed from the PC's and servers by the contractor must be given to NYSDOH for disposal regardless of their condition. This policy also applies if a computer is removed permanently from the site at which it is installed, including the removal of the equipment at the end of the lease period. This requirement applies to all hard drives and Solid State Drives (SSD). Provide a plan that complies with this policy. At a minimum the plan must address the following:

- A. After removing the drive from the computer, the technician must label the drive with the serial number of the computer it was removed from, as well as the date and time it was removed and the name of the technician removing the drive.
- B. Due to the sensitive information that may be stored on the computer drives, the technician must purge or destroy hard drives and SSD drives in accordance with the guidelines published in the NIST publication SP800-88 prior to leaving the office where the computer is located.
 1. PC and laptops hard drives (including laptop server drives) must be purged using the ATA secure erase functionality incorporated in each drive. This may be done either in the computer itself or by using an external tool (such as ATA Hammer, Drive Eraser Pro, or EDT Digital Shredder).
 2. For the File and Print server hard drives, DOH prefers using the secure erase functionality embedded in the hard drive itself (similar to that used on ATA drives, if available) either using internal software or using an external device (such as SCSI-

3. Inoperable hard drives or drives that fail to be completely wiped must be degaussed or damaged on site in such a way as to make any of the data on the drive unrecoverable.
- C. The drive will then be transported back to a central collection facility for shipment to DON.
- D. The drives must be stored in a locked room or container until returned to DON for final destruction.
- E. The contractor company must develop a process to track all hard drives removed from DON computers and provide this information to DON at least once per month and whenever requested. The system must track any change in the drive's physical location.

3.08 **Price Protection**

Should the price of any equipment, software and supply procured through this RFP decline, the following provisions shall apply. Provide a statement of agreement with these provisions:

A. For Third Party Vendors

Billable amount cannot exceed price quoted under the terms of this contract. However, should a price decline be announced by the manufacturer after the signing of the contract, but prior to a third party vendor taking title to the equipment, and should the third party vendor be the recipient of the manufacturer's price decline, it shall be passed on in total to the NYSDOH DON by the third party vendor. Any interest, finance, or other charges will be recomputed based on the new price and the differences will also be passed to the NYSDOH DON in total.

B. For Manufacturers

Billable amount cannot exceed price quoted under the terms of this contract. However, should the manufacturer announce a price decline after contract signing, it shall be passed on in total to the NYSDOH DON. Any interest, finance, or other charges included on the contract price will be recomputed based on the new price and the differences will also be passed to the NYSDOH DON in total.

C. Price Declines

The vendor is required to notify the NYSDOH DON of any price declines on equipment, software, supplies or consumables procured through the contract. The vendor may be required to submit price sheets for all hardware and software every six months.

3.09 **Equipment Availability**

The contractor will be required to provide for the continued availability of identical or functionally-comparable equipment and components at the proposed or at a lower price over the life of the contract. Provide a statement of agreement with this provision.

3.10 **Additional Equipment and Supplies**

The contractor will be required to establish a method and allow for the procurement of additional identical or functionally-comparable equipment and components and supplies (expansion trays) that may be requested by NYSDOH DON above the quantities agreed to at the time of contract execution. All volume discounts agreed upon during the contract period will apply to the procurement of all additional products. Items of related technologies must be priced at similar discount levels. Additional equipment and supplies must be procured in accordance with New York State procurement guidelines. Provide a statement of agreement with this provision.

Note: All equipment procured after all site installations identified by NYSDOH DON have been completed, will not require deployment by the contractor. This equipment will be shipped directly to the NYSDOH DON Central Office in Albany and installed by state personnel. Price quoted should include all shipping and handling charges (if any) to either a site or NYSDOH DON Central Office.

3.11 **New Products and Technologies**

If, during the life of the contract, the contractor introduces a new product(s) or new technology which has a better price, performance, or new features and functions deemed beneficial to the NYSDOH DON and which are not available on current installed products, the contractor, and the NYSDOH DON may mutually elect to deliver and accept the newer product in lieu of, or in addition to, any or all of the uninstalled products. Provide a statement of agreement with this provision.

3.12 **Minimum Quantities**

The bidder should be aware that the NYSDOH DON is under no obligation to purchase or lease a minimum number of products or services.

3.13 **End of Lease Equipment Removal**

After the lease on any equipment procured under this contract ends, either by expiration or cancellation, the contractor will be required to remove the equipment within two weeks of notification by the State that equipment is ready to be picked up. NYSDOH DON expects that the equipment will be removed from our agencies by a contractor under a separate contract who will temporarily store it in one or more warehouses until it's picked up by the winner of this contract. All hard drives on the PC's, laptops and servers will be wiped prior to the computers being removed from each agency and those that cannot be wiped will be removed from the computer and destroyed as noted in 3.07. Contractor must accept that some of its computers may

be returned without a drive and no separate fee must be assessed as a result of drives being removed from some of the equipment.

3.14 **Cost**

Electronic fill-in forms (Attachments 19 - 26) have been provided for cost responses. The forms and instructions are located on the following web site:

<http://www.nyhealth.gov/funding>, under the RFP Title, WICSIS Local Agency Technology Refresh.

Complete and print out all cost calculation sheets, the trade-in credit sheet, and the summary. Package all cost statements (Attachments 19-26) separately from the technical response, as described in Section 4.02. Also please provide an electronic file containing all Cost Statements (Attachments 19-26).

The equipment that DOH currently owns will be used as trade-in toward the new equipment. After calculating the cost of the new equipment, products and supplies, deployment and consultant services, apply the trade in credit against the total cost.

Please note that any lease rate change cannot cause the monthly invoiced amount per item to exceed the Total Monthly Cost Per Unit submitted in your bid.

All purchases made under this contract must be in accordance with New York State procurement guidelines.

All client computer costs (desktop and laptop) must include the cost of the client operating system.

All servers must include the cost of the operating system (server license only, no client access licenses).

The price of the new equipment should be submitted on Attachment 19.

A. Required Hardware

The 48 month lease cost is the total cost for the estimated quantities (listed on Attachment 19) for the first four (4) years of the lease, including maintenance at the levels detailed in Section 3.05.C of this RFP. The cost must be invoiced evenly across the 48 months. After the four-year lease period ends, the NYSDOH DON may optionally extend leasing on a month-to-month basis for one additional year. This cost may differ from the monthly cost quoted for the initial 48 months. The NYSDOH DON reserves the right to terminate the leasing option on a site-by-site basis during this extension period. The NYSDOH DON will provide contractor with 30 days notice of any termination.

B. Required Supplies/Accessories

Provide price quotes for laser and MICR toner and Cat 5e cables. These items will be required for one year beginning from the date of the first deployment. Include any shipping charges (if any) in quoted prices.

C. Deployment

Provide deployment pricing for required hardware and software only, using Attachment 21. Charges are a one-time fee to occur during the deployment stage only and will not be spread out over the life of the contract.

D. Consulting Services

For evaluation purposes, please quote the cost for 1,000 hours of consulting services (see Section 3.05.B) for a Windows 2008 MCSE, using Attachment 22.

E. Optional Hardware, Products and Supplies

Pricing for all optional items is for informational purpose only; pricing will not be scored or added to the total bid price. Prices quoted should include all shipping and handling charges, if any, and must be honored by contractor if NYSDOH DON opts to procure these items.

1. The 48 month lease cost is the total per unit cost listed on Attachment 25 for the four years of the lease, including maintenance at the levels detailed in Section 3.05.C. The cost must be invoiced evenly across the 48 months. After the four-year leasing period ends, the NYSDOH DON may optionally extend leasing on a month-to-month basis for one additional year. This cost may differ from the monthly cost quoted for the initial 48 months. The NYSDOH DON reserves the right to terminate the leasing option on a site-by-site basis during this extension period. The NYSDOH DON will provide contractor with 30 days notice of any termination.
2. Provide per unit pricing for all optional hardware using Attachment 25, optional products (flat panel monitors, solid state drive, thumb drive and DVD writer) and for optional supplies using Attachment 26. These items will not be leased, but pricing must remain at the original bid price for the life of the contract. Pricing for all optional supplies must remain at the original bid price for one year following the signing of the contract.

SECTION 4: PROPOSAL REQUIREMENTS

RFP Response Format Instructions

The bid proposals should include two separately sealed packages, each containing specific information described in this Section and Section 3. Section 5.21 identifies the package in which to submit each form or attachment.

The two packages are:

- Technical Proposal Package
- Cost and Administrative Proposal Package

Each proposal should be assembled in a separate “3-Ring” binder. Do not submit coil, spiral, wire or staple bound materials. The binder should be separated by tabs for each major section and each required item clearly labeled with the section number and title to which it pertains.

Each of the two binders (Technical Proposal and Cost and Administrative Proposal) should be placed into a separately sealed package. Place the two separately sealed packages into a single package and deliver it according to the instructions described in Section 5.06.B.

Bidders should include three (3) sets of signed originals and five (5) sets of signed copies.

4.01 Technical Proposal Package

Bidders are required to provide technology-related information with their proposals, hereby referred to as the Technical Proposal. The Technical Proposal should be in a 3-ring binder (as described above), with tabs separating the major content areas and following the same order as requested in each section:

- General Provisions
- Technical Requirements
- Support and Maintenance
- Deployment Plans

Bidders may also submit their proposal in electronic format in addition to the printed proposal.

Bidder should provide the following documents (listed below) in their Technical Proposal.

* In lieu of individual statements of compliance, bidders must sign Attachment 30, Bidder Assurances.

- A. Bidder’s profile that includes a brief introduction of the bidder, its products and services and the contact person information. List the name of the contact person and an alternate

- with their telephone/fax numbers and e-mail addresses. Provide all information as described in 3.02.A.
- B. Five client references (for bidder), including the names of contact persons and their telephone numbers and two alternate references as described in Section 3.02.B. This information may be submitted on Attachment 27, Bidder's Professional References.
 - C. *A statement of compliance to provide new hardware and the latest technology as described in Section 3.02.C.
 - D. *The bidder's agreement to meet State mandatory energy efficiency standards in (Section 3.02.D).
 - E. *Documentation of compliance with Federal regulations as indicated in Section 3.02.E (three items).
 - F. *A statement to agree to provide a copy of the lease agreement language intended for use in the resulting contract as described in Section 3.02.F.
 - G. *Terms of Proposal compliance statement as indicated in Section 3.02.G.
 - H. The supporting documentation for mandatory Equipment Reliability criteria requested in Section 3.03.A.1 (Gartner) and 3.03.A.2 (NYSDOH DON). Also complete Attachment 29, Equipment Reliability (NYSDOH DON Criteria).
 - I. The supporting documentation for "productive use" requirements (Section 3.03.B).
 - J. Completed Technical Specification Forms (Attachment 18) for proposed hardware, products, supplies, and optional technology as described in Section 3.04.
 - K. *Bidder's agreement to comply with provisions listed in Section 3.05.A, regarding appointment of a Project Manager.
 - L. *Bidder's agreement to comply with provisions listed in Section 3.05.B regarding Consultant Services.
 - M. A detailed plan to track assets and manage inventory (Section 3.05.C.1).
 - N. A detailed supply acquisition plan as specified in section 3.05.C.2.
 - O. Detailed support and maintenance plan for all hardware, firmware and drivers as specified in Section 3.05.C.3.
 - P. A description of the bidder's support and maintenance team(s), and their experience, including subcontractor information and references, if applicable, as described in 3.05.C.3.a and b. This information may be submitted on Attachment 28, Subcontractor's Professional References.

- Q. Detailed deployment plans, incorporating quality assurance procedures for all hardware, software and supplies including, pre-installation, staging, steps for the removal and storage of existing hardware and supplies, site installation process (including setup, completion and acceptance) as specified in Section 3.06.
- R. A description of the bidder's deployment team(s), and their experience, including subcontractor information and references, if applicable, as described in 3.06.A.1 and 2. This information may be submitted on Attachment 28, Subcontractor's Professional References.
- S. Data Security Plan for compliance with replacement or removal of hard drives and SSD's, as indicated in Section 3.07.
- T. *A Price Protection Agreement to provide hardware, software and supplies for reduced prices in the event of market cost reductions over the period of the contract, as described in Section 3.08.
- U. *An agreement for the continued availability of identical or functionally comparable equipment and components for the duration of the contract, as described in Section 3.09.
- V. *An agreement to provide a method to purchase additional identical or functionally comparable equipment and supplies in accordance with New York State procurement guidelines, at the proposed or lower price for the life of the contract as described in Section 3.10.
- W. *Agreement to offer newly introduced products or technology not available on currently installed products to NYSDOH DON in lieu of, or in addition to, any or all of the uninstalled products remaining on the contract, as described in Section 3.11. All products must be procured in accordance with New York State procurement guidelines.
- X. A detailed plan for the end of the lease equipment removal as specified in Section 3.13
- Y. *Statement of agreement with each invoice/payment provision in Section 5.09.

4.02 **Cost Proposal and Administrative Package**

Bidders are required to provide certain cost-related and administrative information with their proposals, hereby referred to as the Cost and Administrative Proposal. The Cost and Administrative Proposal should be packaged separately from the Technical Proposal. It is suggested that the forms be completed electronically, but all must be submitted in paper form. Please submit Cost forms 19- 23 in electronic file format.

Please include the following documentation (as listed in Attachment 5.21):

- A. A line item Cost Calculation Sheet (Attachments 19, 20, 21, 22 and 23) for each product or service, including per unit costs for Equipment Lease and Maintenance, Deployment,

Supplies, Consulting and Trade In Credit.

- B. Cost Calculation Summary Sheet (Attachment 24), which includes the amounts from all Cost Calculation Sheets (Attachments 19, 20, 21, 22 and 23) and their total.
- C. Optional Hardware and Products Cost Calculation Sheets (Attachments 25 and 26). List the per unit price of each item. Pricing for these items is required for information purposes only and will not be scored or added to bid price.
- D. Bid Form (Attachment 5).
- E. Please submit Attachments 7, 8, 9, 11 and 31 with your cost proposal or prior to award.
- F. Please submit the completed “Bidder Response Checklist” (Attachment 4) in this package. Each item should be addressed. Provide the section and page number where each item is addressed.

4.03 **NYSDOH DON Clarification Process**

- A. If clarification is needed on a bid prior to scoring, the Evaluation Committee may, at its sole discretion, submit written questions to the bidder. Requests for clarifications will be made as soon as practicable following the date of submission. The bidder will be given a minimum of five business days to respond in writing to the questions. The due date will be indicated in the cover letter, which will allow for sufficient time for the mail to reach the bidder and for the bidder to send the response back.
- B. It should be noted that information included in the bidder’s response will only be used to clarify information contained in the original written bid.
- C. Proposals will not be considered fully responsive unless all required information is provided. Proposals that are not fully responsive to the requirements of this RFP may be rejected.

4.04 **Addenda and Withdrawals**

If it becomes necessary to revise any part of the RFP, the NYSDOH DON will issue an addendum to all prospective bidders who were sent the original RFP. The NYSDOH DON reserves the right to amend the RFP or terminate the procurement at any time.

4.05 **Method of Award**

The bidder’s response to each section of this RFP comprises their proposal. The NYSDOH DON will conduct a comprehensive, fair, and impartial evaluation of each proposal to determine the “best value” offer among responsive and responsible proposals. At any time during the evaluation, NYSDOH DON may request clarification from any bidder regarding any part of their proposal. All proposals may be rejected at the discretion of the NYSDOH DON.

1. Program staff from within the NYSDOH DON will evaluate Technical and Cost Proposals and all documentation submitted by bidders. One team will perform a thorough examination of required technical elements and a separate team will examine the cost documentation from each submission. The clarity, specificity, thoughtfulness, and completeness of the response combined with the total cost of the bid, will determine how well a proposal scores.
2. A Selection team will use the results of the evaluations to determine a winning bidder that demonstrates best value in terms of “quality, cost and efficiency” pursuant to Article XI of the New York State Finance Law.

Responses to this RFP will be reviewed and scored by the NYSDOH DON through the process described below:

A. Proposal Components

All proposals **must** contain two separate components: a Technical Proposal and a Cost and Administrative Proposal.

B. Component Score Weight

Each component will be scored based on the following weight:

Component/Weight	Section
Technical Proposal (60%)	Hardware, Software, Products and Supplies Specifications
	Deployment Plans
	Support/Maintenance Requirements
Cost Proposal (40%)	Cost

C. Components Score

The scores will be normalized using the following formulas:

The bidder with the highest ranking technical score will receive the maximum score (60 points) and the other bidders will receive a proportional score.

Technical Evaluation Score = $a/b*60$ where:

a = Evaluation score for the bidder being scored, and

b = Highest evaluation score of all bidders.

The bidder with the lowest cost will receive the maximum score (40 points), and other bidders will receive a proportional score using the following formula:

Financial Evaluation Score = $(x/y)*40$ where:

x = Lowest cost of all bidders; and

y = Cost for the bidder being scored.

The weighted scores from the Technical Proposal and Cost Proposal will be combined to produce the total score.

SECTION 5: ADMINISTRATIVE

5.01 Issuing Agency

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

5.02 Inquiries

Bidders are reminded that the official answers and positions of NYSDOH will be those stated in writing and posted to the procurement Web site. Any verbal responses given at the Bidders' Conference are not binding on NYSDOH.

Bidders are responsible for checking for updates to information on the procurement Web site as the Bidders' Conference date; time and location are subject to change. Bidders should also visit <http://www.nyhealth.gov/funding/> regularly to see if there are any changes. Those Bidders wishing to receive notification of changes by mail must send a written request to the permissible subject matter contact identified on Page 2 of this RFP.

Technical questions concerning this solicitation must be mailed to the address below and the envelope clearly marked: "**Attn: WICSIS LA Tech Refresh – Questions**".

New York State Department of Health
Division of Nutrition – BITS
150 Broadway - Suite 650
Albany, NY 12204

RFP addenda, Bidders Questions and Answers, summary of the Bidders' Conference and any other RFP updates and/or modifications will be posted on the Department of Health's website at <http://www.nyhealth.gov/funding/> by the date identified on the cover of this RFP. Bidders wishing to receive these documents via mail must send a request, in writing, to the Department at the address above.

5.03 No Bid Form

Please submit at your earliest convenience the No Bid Form if you do not intend to bid.

5.04 Letter of Interest

The NYSDOH DON requests prospective bidders to notify the NYSDOH DON of their intention to bid by completing and submitting the Letter of Interest (Attachment 3) no later than 3:00 p.m. on the date indicated on the cover page of this RFP. A Letter of Interest is not binding on either party, but will serve to alert the NYSDOH DON of a bidder's intention to submit a proposal in response to the RFP.

Questions and answers, as well as any RFP updates and/or modifications, will be posted on the NYS Department of Health's website at <http://www.nyhealth.gov/funding/>. Documents can also be obtained via e-mail by writing to the BITS at the address below.

A signed Letter of Interest document should be submitted to the address indicated below. The envelope containing the Letter of Interest should be clearly marked: **“Attn: WICSIS LA Tech Refresh - Letter of Interest”**

New York State Department of Health
Division of Nutrition – BITS
150 Broadway - Suite 650
Albany, NY 12204

5.05 **Bidders Conference**

A Bidders Conference will be held at 150 Broadway, Menands, NY on the date and time indicated on the cover page of this RFP. Attendance at the Bidders Conference is limited to two representatives for each bidding entity. Reservations should be made at least one week in advance of the conference by calling the Bureau of Information Technology Services (BITS) at (518) 402-7100. Attendees are advised to contact BITS 24 hours prior to the date of the conference to confirm exact conference room location.

- A. The purpose of the conference is to provide information concerning the RFP requirements that may be helpful in the preparation of proposals and to answer questions regarding the RFP. NYSDOH DON will supply written answers to any questions submitted prior to the conference as well as those that are asked at the bidders conference within five business days of the conference.
- B. It is not mandatory for prospective bidders to attend the conference, but it is highly recommended. The Bidders Conference is for information only. Answers furnished during the conference will not be considered official until verified in writing. The NYSDOH DON will also document responses to significant questions raised during the Bidders Conference, make any important clarifications and/or changes that are necessary, and send a written summary to all bidders who have submitted a Letter of Interest.
- C. Questions submitted in writing and received by 3:00 p.m. on the date indicated on cover page of this RFP, will be answered verbally at the Bidders Conference without identifying the questioner. No written questions will be accepted after that date. Bidders will be permitted to ask additional questions during the Bidders Conference. Each individual question must cite the particular RFP section and paragraph to which it refers. The envelope containing the questions should be clearly marked: **“Attn: WICSIS LA Tech Refresh - Bidders Conference Questions”**.

5.06 **Submission of Proposals**

- A. Interested vendors should submit three sets of signed originals and five sets of signed

copies of their Bid Proposal. Proposal must be received no later than the time and date indicated on the cover page of this RFP.

- B. Responses to this solicitation should be clearly labeled “**Attn: WICSIS LA Tech Refresh – Proposal**” and directed to:

New York State Department of Health
Division of Nutrition – BITS
150 Broadway - Suite 650
Albany, NY 12204

Attn: WICSIS LA Tech Refresh - Proposal

- C. It is the bidders' responsibility to see that bids are delivered to the above address prior to the date and time of the bid due date. Late bids due to delay by the carrier or not received in the Department's mail room in time for transmission to the above address will not be considered.
- D. The Bid Form must be filled out in its entirety.
1. The responsible corporate officer for contract negotiation must be listed. This document must be signed by the responsible corporate officer.
 2. All evidence and documentation requested under Section 4, Proposal Requirements, must be provided at the time the proposal is submitted.

5.07 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 NYSDOH DON and the State Comptroller.
- D. Negotiate with vendors responding to this RFP within the requirements to serve the best interests of the State.
- E. Eliminate mandatory requirements unmet by all offerers.
- F. If the Department of Health is unsuccessful in negotiating a contract with the selected vendor within an acceptable time frame, the Department of Health may begin contract negotiations with the next qualified vendor(s) in order to serve and realize the best interests of the State.

5.08 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 must be received no later than three months from date of award announcement.

5.09 Invoice/Payment

The bidder must include a statement that they will comply with the following provisions:

- A. The contractor may invoice after acceptance of the equipment or service. Payment will be made for equipment received at the specified WIC site (not staging site) after it has been fully tested and certified to be in working order and formally accepted by the NYSDOH DON.
- B. If awarded a contract, the contractor shall submit invoices to the State's designated payment office:

New York State Department of Health
Bureau of Information Technology Services
150 Broadway - Suite 650
Albany, NY 12204
- C. 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:
 1. Payment of Equipment or Services shall be made in arrears. The NYSDOH DON will not make any advance payments or advanced deposits.
 2. Billings are to be for complete shipments made according to the delivery schedule.
 3. The contractor will submit an original and one copy of each invoice to the NYSDOH DON. A Certificate(s) of Acceptance (COA) and all the appropriate documentation for equipment/supplies/services must be signed by NYSDOH DON before invoicing can occur. Once NYSDOH DON signs off on the "Certificate of Acceptance" form an invoice can then be submitted. The COAs are required for each piece of equipment and are to be bundled by site number. Invoices may be submitted electronically
- D. At a minimum, invoices are to contain or have attached the following as applicable:
 1. For leasing, the period covered by the invoice.
 2. Detailed lists of brand, model and serial numbers of equipment or supplies, including quantities.

3. The date of service, hourly rate, and the number of hours being invoiced for consulting services, if applicable.
4. Identification of the site where service was performed or product was installed or delivered (site #, name and address).

5.10 **Good Faith Agreement**

The selected bidder must enter into good faith negotiations with the NYSDOH DON to agree on a contract that will include general and special provisions of this RFP, specific exhibits detailing the mandatory technical and other requirements, and any other exhibits which the parties may require.

5.11 **Term of Contract**

- A. This agreement shall be effective upon approval by the NYS Office of the State Comptroller, with an anticipated contract start date of October 1, 2009. The contract will be for a four year period, with an optional one year renewal.
- B. 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.

5.12 **Vendor Responsibility Questionnaire/Attestation**

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.

If a Vendor Responsibility Questionnaire has been completed, bidders should also complete and submit the Vendor Responsibility Attestation, Attachment 8 certifying that they have completed a Vendor Responsibility Questionnaire as described in the form.

5.13 **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.

5.14 **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 lobbyist's obligations under the Lobbying Act from \$2,000 to \$5,000; and

K. establishes the Advisory Council on Procurement Lobbying.

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

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

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

5.15 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 New York State Enterprise IT Policy NYS-P08-005, *Accessibility Web-Based Information and Applications*, and New York State Enterprise IT Standard NYS-S08-005, *Accessibility of Web-Based Information Applications*, 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 New York State Enterprise IT Standard NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing will be conducted by Department of Health, Contractors 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.

5.16 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/>

5.17 New York State Tax Law Section 5-a

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

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

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

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

5.18 Piggybacking

New York State Finance Law section 163(10)(e) (see also <http://www.ogs.state.ny.us/procurecounc/pgbguidelines.asp>) allows the Commissioner of the NYS Office of General Services to consent to the use of this contract by other New York State Agencies, and other authorized purchasers, subject to conditions and the Contractor's consent.

5.19 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) 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.

5.20 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
 - **DB-155** – Certificate of Disability Benefits Self-Insurance
- Appendix H - Health Insurance Portability and Accountability Act (HIPAA) (if applicable)
- Appendix X – Modification Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods).

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 () TIMELY 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

() 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.

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

BID OPENING DATE:

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

Precedence shall be given to these documents in the order listed below.

- 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
- STATE OF NEW YORK AGREEMENT
- APPENDIX D General Specifications
- APPENDIX B Request For Proposal (RFP)
- APPENDIX C Proposal
- APPENDIX E-1 Proof of Workers' Compensation Coverage
- 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: _____

STATE OF NEW YORK
AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has formally requested contractors to submit bid proposals for the project described in Appendix B for which bids were opened on the date noted on the face pages of this AGREEMENT; and

WHEREAS, the STATE has determined that the CONTRACTOR is the successful bidder, and the CONTRACTOR covenants that it is willing and able to undertake the services and provide the necessary materials, labor and equipment in connection therewith;

NOW THEREFORE, in consideration of the terms hereinafter mentioned and also the covenants and obligations moving to each party hereto from the other, the parties hereto do hereby agree as follows:

I. Conditions of Agreement

- A. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- B. The maximum compensation for the contract term of this AGREEMENT shall not exceed the amount specified on the face page hereof.
- C. This AGREEMENT may be renewed for additional periods (PERIOD), as specified on the face page hereof.
- D. To exercise any renewal option of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT. The modification agreement is subject to the approval of the Office of the State Comptroller.
- E. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.
- F. For the purposes of this AGREEMENT, the terms "Request For Proposal" and "RFP" include all Appendix B documents as marked on the face page hereof.
- G. For the purposes of this AGREEMENT, the term "Proposal" includes all Appendix C documents as marked on the face page hereof.

II. Payment and Reporting

- A. The CONTRACTOR shall submit invoices to the STATE's designated payment office:
 - .
 - .
- B. 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.

III. Term of Contract

- A. Upon approval of the NYS Office of the State Comptroller, this AGREEMENT shall be effective for the term as specified on the cover page.
- B. This Agreement may be terminated by mutual written agreement of the contracting parties.
- C. This Agreement may be terminated by the Department for cause upon the failure of the Contractor to comply with the terms and conditions of this Agreement, including the attachments hereto, provided that the Department shall give the contractor written notice via registered or certified mail, return receipt requested, or shall deliver same by hand-receiving Contractor's receipt therefor, such written notice to specify the Contractor's failure and the termination of this Agreement. Termination shall be effective ten (10) business days from receipt of such notice, established by the receipt returned to the Department. The Contractor agrees to incur no new obligations nor to claim for any expenses made after receipt of the notification of termination.
- D. This Agreement may be deemed terminated immediately at the option of the Department upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligations by the Department to 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.

IV. Proof of Coverage

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

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

- 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
- 2. 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
- 3. SI-12 – Certificate of Workers' Compensation Self-Insurance, OR GSI-105.2 – Certificate of Participation in Workers' Compensation Group Self-Insurance.

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

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
2. DB-120.1 – Certificate of Disability Benefits Insurance OR
3. DB-155 – Certificate of Disability Benefits Self-Insurance

APPENDIX A
Standard Clauses for New York State Contracts

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

Y. Certification Regarding Debarment and Suspension

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

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

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

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

Instructions for Certification

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered Transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of

those regulations.

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of parties Excluded from Federal Procurement and Non-procurement Programs.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
 - a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily exclude from participation in this transaction by any Federal department agency.
 - b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Z. Confidentiality Clauses

1. Any materials, articles, papers, etc., developed by the CONTRACTOR under or in the course of performing this AGREEMENT shall contain the following, or similar acknowledgment: "Funded by the New York State Department of Health". Any such materials must be reviewed and approved by the STATE for conformity with the policies and guidelines for the New York State Department of Health prior to dissemination and/or publication. It is agreed that such review will be conducted in an expeditious manner. Should the review result in any unresolved disagreements regarding content, the CONTRACTOR shall be free to publish in scholarly journals along with a disclaimer that the views within the Article or the policies reflected are not necessarily those of the New York State Department of Health. The Department reserves the right to disallow funding for any educational materials not approved through its review process.
2. Any publishable or otherwise reproducible material developed under or in the course of performing this AGREEMENT, dealing with any aspect of performance under this AGREEMENT, or of the results and accomplishments attained in such performance, shall be the sole and exclusive property of the STATE, and shall not be published or otherwise disseminated by the CONTRACTOR to any other party unless prior written approval is secured from the STATE or under circumstances as indicated in paragraph 1 above. Any and all net proceeds obtained by the CONTRACTOR resulting from any such publication shall belong to and be paid over to the STATE. The STATE shall have a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any such material for governmental purposes.

3. No report, document or other data produced in whole or in part with the funds provided under this AGREEMENT may be copyrighted by the CONTRACTOR or any of its employees, nor shall any notice of copyright be registered by the CONTRACTOR or any of its employees in connection with any report, document or other data developed pursuant to this AGREEMENT.
4. All reports, data sheets, documents, etc. generated under this contract shall be the sole and exclusive property of the Department of Health. Upon completion or termination of this AGREEMENT the CONTRACTOR shall deliver to the Department of Health upon its demand all copies of materials relating to or pertaining to this AGREEMENT. The CONTRACTOR shall have no right to disclose or use any of such material and documentation for any purpose whatsoever, without the prior written approval of the Department of Health or its authorized agents.
5. The CONTRACTOR, its officers, agents and employees and subcontractors shall treat all information, which is obtained by it through its performance under this AGREEMENT, as confidential information to the extent required by the laws and regulations of the United States and laws and regulations of the State of New York.
6. All subcontracts shall contain provisions specifying:
 - a. that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, and
 - b. that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the AGREEMENT between the STATE and the CONTRACTOR.

AA. Provision Related to Consultant Disclosure Legislation

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

- b. The NYS Office of the State Comptroller, Bureau of Contracts, 110 State Street, 11th Floor, Albany NY 12236 ATTN: Consultant Reporting - or via fax at (518) 474-8030 or (518) 473-8808; and
- c. The NYS Department of Civil Service, Alfred E. Smith Office Building, Albany NY 12239, ATTN: Consultant Reporting.

BB. Provisions Related to New York State Procurement Lobbying Law

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

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

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

DD. Lead Guidelines

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.

Appendix E-1
Proof of Workers' Compensation

This page will be replaced with successful bidder's completed form, which will become part of the final contract.

Appendix E-2
Proof of Disability Benefits Coverage

This page will be replaced with successful bidder's completed form, which will become part of the final contract.

Appendix X
Modification Form

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)

Signature Page for:

Contract Number: _____

Contractor: _____

Amendment Number: X-_____

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE:

By: _____ Date: _____
(signature)

Printed Name: _____

Title: _____

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)

STATE AGENCY SIGNATURE

"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."

By: _____ Date: _____
(signature)

Printed Name: _____

Title: _____

ATTORNEY GENERAL'S SIGNATURE

By: _____ Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____ Date: _____

5.21 ATTACHMENT PACKAGE CHECK LIST

Use this form to determine which package, if any, to put the documents in.

#	Attachment Name	Cost & Admin Pkg.	Technical Pkg.
1.	Appendix A - Standard Clauses for All New York State Contracts	NA	NA
2.	Appendix D - General Specifications	NA	NA
3.	Letter of Interest	NA	NA
4.	Bidder's Checklist	X	
5.	Bid Form	X	
6.	No Bid Form	NA	
7.	N.Y.S. Office of the State Comptroller Vendor Responsibility Questionnaire (for procurements greater than or equal to \$100,000). Please submit with your bid proposal or prior to award.	X	
8.	Vendor Responsibility Attestation Please submit with your bid proposal or prior to award.	X	
9.	State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term. Please submit with your bid proposal or prior to award.	X	
10.	State Consultant Services Form B, Contractor's Annual Employment Report	NA	NA
11.	N.Y.S. Taxation and Finance Contractor Certification Form ST-220-TD. Please submit with your bid proposal or prior to award.	X	
12.	N.Y.S. Taxation and Finance Contractor Certification Form ST-220-CA	NA	NA
13.	Glossary of Terms and Acronyms	NA	NA
14.	Central and Regional Site Information	NA	NA
15.	Permanent Site Information	NA	NA
16.	WIC Site Business and Equipment Functionality Matrix	NA	NA
17.	Hardware/Software/Supplies Technical Specifications	NA	NA
18.	Bidder's Response Hardware and Software Specification Form		X
19.	Cost Calculation Sheet - Hardware Lease – Required	X	
20.	Cost Calculation Sheet - Supplies - Required	X	
21.	Cost Calculation Sheet - Hardware Deployment - Required	X	
22.	Cost Calculation Sheet - Consulting	X	
23.	Cost Calculation Sheet - Equipment Trade In Credit	X	
24.	Cost Calculation Sheet - Summary	X	
25.	Cost Calculation Sheet - Optional Hardware -	X	
26.	Cost Calculation Sheet - Optional- - Products and Supplies	X	
27.	Bidder's Professional Reference Form		X
28.	Subcontractor's Reference Form		X
29.	Equipment Reliability Form		X
30.	Bidder Assurances Form		X
31.	M/WBE Procurement Forms	X	

All attachments listed can be found online except 1 and 2, which are located in the boilerplate (above).