

New York State Department of Health
NYS Tobacco Control Program

A Request for Proposals for

Tobacco Control Program Training Center

RFP No. 0906121018

Schedule of Key Events

RFP Release Date	August 3, 2009
Written Questions Due	August 13, 2009
Letter of Interest Due (optional)	August 13, 2009
Anticipated Response to Written Questions	September 9, 2009
Proposal Due Date	September 23, 2009

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

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

A. INTRODUCTION

The New York State Tobacco Control Program (TCP) in the Division of Chronic Disease Prevention and Adult Health (DCDPAH) is seeking proposals to fund one vendor to be a training center for funded community contractors in New York State.

The Division of Chronic Disease Prevention and Adult Health manages contracts with hundreds of community-based organizations throughout the state. The success of these organizations in accomplishing their goals is directly related to their understanding of public health best practices and the skills they have to articulate their missions to others and engage the community in actions that change social norms that impact chronic disease. These skills are enhanced through the training, technical assistance and public relations activities that will be provided as a result of this RFP.

The vendor awarded the contract as a result of this RFP will provide services primarily to staff and contractors of the Tobacco Control Program and will support the training, event planning, technical assistance and public relations needs of other programs in the Division of Chronic Disease Prevention and Adult Health and other Department of Health programs on an as needed basis.

B. BACKGROUND

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

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

The TCP is funded annually through a state appropriation of approximately \$68 million and a grant from the federal Centers for Disease Control and Prevention (CDC) of \$1.87 million.

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

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

Statewide and community action to change the community environment to support the tobacco-free norm, change community attitudes about tobacco, and de-normalize tobacco use. A key outcome of the TCP's community mobilization strategy is the adoption and effective implementation of local and statewide policies that permanently change society's acceptance of tobacco use.

Health communication to increase awareness of the dangers of tobacco use and secondhand smoke and motivate tobacco users to stop; to expose tobacco industry propaganda and de-glamorize tobacco use; and educate community members and decision makers about tobacco control. A key outcome of the TCP's health communication strategy is better educated community members and decision makers who will support effective tobacco control policies and take personal action toward a tobacco-free New York.

Cessation interventions to establish and maintain community, governmental and health care delivery systems that promote cessation, increase access to and delivery of evidence-based cessation services, and motivate individual tobacco users to quit successfully. Key outcomes of the TCP's cessation interventions are provision of guideline concordant tobacco dependence treatment by the health care sector and adoption of policies that motivate smokers and other tobacco users to quit.

The TCP is supported by surveillance and evaluation activities to monitor program progress and impact, and by program administration to build and maintain an effective tobacco control infrastructure, provide technical assistance and guidance, and manage the effective and efficient investment of state tobacco control funding. The TCP strives to contribute to

the science of tobacco control through surveillance and evaluation of program initiatives and dissemination of program findings.

The TCP is implemented through statewide and community programs directed and managed by staff at the NYSDOH. The TCP's strategic plan constitutes the Program's road map and is developed, updated and revised with input from national, state, and local partners. As a state program established in statute and as a member of the National Tobacco Control Program, the TCP receives and incorporates programmatic advice and guidance from the statutorily mandated New York State Tobacco Use Prevention and Control Program Advisory Board and from the CDC's Office on Smoking and Health.

The TCP is a recognized leader in the National Tobacco Control Program, with many of its interventions and management practices considered models for the nation. Contractors that receive funding from the TCP agree to advance the goals, objectives and strategies laid out in the TCP Strategic Plan and the guidance documents of the National Tobacco Control Program and agree to invest state funds efficiently to achieve the maximum prevention and reduction of tobacco use. The TCP is accountable for the wise investment of both state and federal dollars and must meet specified performance standards for each funder and in turn holds contractors accountable for meeting specific program goals and objectives.

Tobacco Control Program Community Action Areas

Community Partnerships for Tobacco Control

Advocacy in Action Programs

Youth Action Programs

Tobacco-Free School Policy Programs

Enforcement of tobacco control laws

All contractors working in the area of community action are expected to contribute to positive tobacco control policy implementation at the organizational, institutional, and municipal levels. Some TCP initiatives seek to effect state or national policy change and contractor activities supporting these state and national efforts will be required. Four foci of community action are:

- **Government and policymaker education** to increase the visibility of tobacco control successes, build support for tobacco control action, and increase knowledge about evidence-based tobacco control strategies.
- **Advocacy with organizational decision makers**, including tobacco retailers, health care organizations, school boards, and parks and recreation officials to adopt policies and resolutions to prevent and reduce tobacco use and promote the tobacco-free norm.
- **Community education** to build support among community members for tobacco control action, stimulate community demand for tobacco control policies, and

demonstrate support for tobacco control initiatives.

- **Paid and earned media** to advance tobacco control policies and practices by educating the community and key community members and keeping the tobacco problem on the public agenda.

Community Partnerships for Tobacco Control. Community Partnerships work with local governments and decision makers, local businesses and employers (including tobacco retailers), community organizations, health care institutions and providers, and schools and community groups to address tobacco company advertising, sponsorship and promotion; implement effective tobacco-free policies in the outdoor environment; change public opinion about tobacco and tobacco use; and promote access to evidence-based cessation services. Community Partnerships engage local stakeholders and decision makers, educate community leaders and the public, and mobilize the community to strengthen tobacco-related policies to restrict the tobacco company presence in the community, reduce the use and availability of tobacco products in the community, and limit opportunities for exposure to secondhand smoke. Community Partnerships take a policy advocacy approach to creating communities that support and reinforce the tobacco-free norm and dismantling the community policies and practices that promote and support tobacco use.

Advocacy in Action College Programs. College advocacy programs engage young adult leaders to work on and off college campuses to limit where and how tobacco products are promoted, advertised and sold, and to advance local and statewide policy action to prevent and reduce tobacco use. Like Community Partnerships, college advocacy programs take a policy advocacy approach to creating communities that support and reinforce the tobacco-free norm and dismantling the community policies and practices that promote and support tobacco use. Advocacy in Action programs focus efforts specifically on those aspects of the community and college environment that most influence tobacco use among young adults.

Youth Action Programs. Youth Action Programs engage youth leaders to challenge and change community norms regarding tobacco use through civic action. These programs engage middle and high school aged youth in actions aimed at de-glamorizing and de-normalizing tobacco use in their communities and exposing the manipulative and deceptive marketing practices of the tobacco industry. Youth action programs use community education linked to social action, media advocacy, community events, and advocacy with decision makers to obtain pro-tobacco control policies and resolutions at the local, state and national levels.

Tobacco-Free School Policy Programs. These organizations provide resources and support to schools and school districts seeking to develop, implement, and enforce effective tobacco-free school policies. Schools play a key role in creating and supporting healthful attitudes and behaviors among students, their families and members of the community. By creating environments that support and promote tobacco-free values and behaviors, schools can be leaders in the fight for tobacco-free lifestyles for children and

adults. Contractors funded to implement Tobacco-free School Policy Programs work to promote and facilitate the adoption and implementation of effective tobacco-free policies.

Enforcement of youth access restrictions. Supported by the NYSDOH Center for Environmental Health, local activities to enforce the Adolescent Tobacco Use Prevention Act and the Clean Indoor Air Act further change community attitudes about tobacco use as a normative behavior. Educating retailers, businesses and employers about tobacco laws and citing those who violate them put the whole community on notice that youth smoking is something to be prevented and adult smoking is not a normative part of social interaction. These activities can help focus community attention on the issue of youth access to tobacco and exposure to secondhand smoke and provide a call to action to community members. When enforcement reaches a high level of compliance, it may contribute to the prevention and reduction of youth and adult tobacco use.

Public Health Communication

Paid media

Public relations

Media advocacy

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

- **Paid media** The TCP conducts several media campaigns each year focusing on increasing awareness of the dangers of secondhand smoke and increasing smoke-free homes and cars; motivating smokers to quit by graphically demonstrating the health consequences of smoking and educating smokers how to quit successfully; exposing the manipulative and deceptive marketing practices of the tobacco industry; demanding the removal of smoking and tobacco imagery from youth rated movies; and promoting use of the New York State Smokers' Quitline. Campaigns include advertisements on television, radio, print, Internet, outdoor venues and other media.
- **Public relations** strategies augment and enhance paid media messages, capture the attention of State and community leaders and decision makers, build support for tobacco control by effectively framing tobacco control issues and keep tobacco control at the top of state and community public health agendas.
- **Media advocacy** is used to shape the public debate, encourage communities to rethink norms, and educate decision makers in an effort to build support for effective tobacco control action.

These public health communication strategies are used at the state and local levels in support of tobacco control action by the TCP and community contractors. Community contracts that include media components should coordinate all components of public health communication (paid media, public relations and media advocacy).

Cessation Interventions

Tobacco Cessation Centers

New York State Smokers Quitline

Safe Nicotine Distribution Program

Tobacco Dependence Treatment Training Program

The most effective interventions to support cessation are raising the price of tobacco products, banning smoking from work places and public places, and running emotionally evocative paid media campaigns that make a compelling case for quitting.

In addition to these environmental interventions, the TCP

- Provides support to health care organizations and providers to establish the policies, practices and procedures to deliver effective tobacco dependence treatment through the work of 19 contracted Tobacco Cessation Centers;
- Offers telephonic and web-based information, resources, coaching and a “starter kit” of nicotine medication to help smokers quit through the New York State Smokers Quitline, operated under contract by the Roswell Park Cancer Institute;
- Maintains a nicotine medication distribution service, providing free over-the-counter nicotine products to smokers via the state Quitline and other programs; and
- Provides training to substance abuse treatment counselors and administrators on integrating tobacco dependence treatment and tobacco-free policies into substance abuse treatment settings. Training is offered by the Professional Development Program of the SUNY Research Foundation under contract with the NYS Department of Health.

Finally, the NYS Department of Health administers the state’s Medicaid Program, which offers full coverage of prescription and over-the-counter cessation medication, including bupropion, varenicline, nicotine nasal spray and nicotine patches and gum. Advice, counseling and assistance with quitting are billable through the clinic evaluation and assessment visits.

Tobacco Control Program Organizational Structure

Program leadership

Modality management

Contract management

Regional collaboration

Evaluation

New York’s Tobacco Control Program is conceived and directed by the NYS Department of

Health and implemented by TCP staff and contractors according to expectations established in statute, the TCP strategic plan, and oversight and accountability requirements. The TCP leadership includes the program director and associate director, and leaders of the community programs unit, the surveillance and evaluation unit, and the procurement and contract management unit.

Within the community programs unit, one staff person serves as the modality manager for each of the TCP community interventions: community partnerships, advocacy in action, youth programs, school policy programs, and cessation centers. Modality managers provide programmatic guidance and technical assistance, assure that community contractor work plans and local programming are aligned with the TCP strategic plan, facilitate contractor collaboration, planning and information sharing, and approve work plan content and work plan modifications. Modality managers convene all contractors within each modality four times each year for one- or two-day meetings or trainings. The purpose of these meetings or trainings is to help contractors within each modality develop best practices, share experiences, and plan and collaborate on activities that all are implementing locally.

One or more contract managers provide contract management services to each of the community intervention modalities. Contract managers review and approve contractor budgets, budget modifications, and vouchers, and conduct annual site visits with contractors to review progress toward project deliverables and fiscal procedures.

The TCP supports a full surveillance and evaluation team and a contract with an independent evaluator, as required by law. All TCP contractors are required to participate in or develop and implement program evaluation activities as directed by the Tobacco Surveillance, Evaluation and Research Team and to provide information as requested to the independent evaluation contractor. Program evaluation ensures that the TCP is investing resources wisely, is making progress toward specified goals, and is undertaking program improvements as necessary

Please refer to the Department of Health website for more information on the TCP and a copy of the program's strategic plan at http://www.nyhealth.gov/prevention/tobacco_control/

C. DETAILED SPECIFICATIONS

The New York State Tobacco Control Program (TCP), in the Division of Chronic Disease Prevention and Adult Health (DCDPAH), is seeking proposals to fund one vendor to be a training center for funded community contractors. The vendor will develop, deliver and evaluate training and conduct event coordination for contractors and health department staff.

Overview - Training Center

a. Training Development and Design

1. The successful vendor will develop, deliver and evaluate customized training to TCP and DCDDPAH community contractors and staff. Below is a list of potential training topics for the duration of this contract. This list is not exhaustive; it is provided as an example. Training in other subjects related to tobacco control and chronic disease prevention and adult health will be identified over the duration of the contract term. The training contractor will be flexible as training needs change or training opportunities arise.
 - a. engaging decision makers in tobacco control policy work;
 - b. making the most of media to advance tobacco control in NYS;
 - c. written communication tools;
 - d. skills for conducting an effective media interview;
 - e. bringing the right partners to the table to achieve tobacco control policy objectives;
 - f. social marketing theory and application;
 - g. tobacco control public policy;
 - h. tobacco control best practices;
 - i. strategic planning;
 - j. evaluation of program effectiveness;
 - k. organization and leadership development;
 - l. project management;
 - m. collaboration and forming effective partnerships;
 - n. media advocacy;
 - o. public relations;
 - p. community mobilization.

Training topics a-f (above) are current trainings that are already developed and currently offered to tobacco control community contractors. The vendor will be provided with existing training materials for these topics that can be used or refined to deliver training to contractors and staff.

2. The following timeline will be utilized for designing new trainings. Four months prior to the first scheduled training delivery the contractor will submit to the TCP:
 - course title, description and course objectives;
 - description of proposed training delivery strategies to be used;
 - skills deficits the training will address;
 - training evaluation plan;
 - name and credentials of curriculum developers and trainers;

Two months prior to the first scheduled training delivery the contractor will submit to

the TCP:

- revised versions of all of the above (based on TCP feedback);
- participant manual; and
- trainer's manual.

Four weeks prior to the first scheduled training delivery, the contractor will provide a 1/2 day "walk through" in Albany for a group of up to ten reviewers comprised of staff and contractors. The group will provide feedback on the design of the training day i.e., flow, timing, training methods used as well as the training content including examples, participant and trainer manuals, worksheets, fact sheets, case studies, etc.

A copy of the trainer and participant manual, PowerPoint slides, handouts, etc. will be submitted to TCP electronically and in hard copy at the completion of training design.

3. The contractor will develop training that:

- utilizes a range of training methods to best meet the broad range of adult learning styles;
- maximizes the use of existing resources in the state and in the nation in order to minimize duplication;
- is updated as necessary with emerging best practices;
- offers flexibility in delivery to best meet the different training needs of a large network of community-based organizations (for example: a core training will have modality-specific training exercises to ensure that training content is relevant to participants).

4. The contractor will design, produce, replicate, store and ship all training materials such as participant manuals, training handouts, tool kits, fact sheets, etc. Copies of all training materials will be provided to the TCP in electronic and hard copy versions.

5. The contractor will stay abreast of other existing training programs throughout the nation (e.g. through other State tobacco control programs, the federal government, the tobacco technical assistance consortium and others) and utilize these resources in the development of New York's training program. The training contractor will maintain a resource bank of consultants and, when needed, will purchase services from state or nationally recognized experts.

b. Training Delivery

1. In-Person Training

This RFP is requesting proposals encompassing 45 full days of in person training per year. For the purposes of this RFP, vendors should plan on an average of 30 attendees at each training delivery.

The contractor is responsible for securing all training sites. Training should be held at low to mid-price hotels, conference centers or other community or TCP contractor meeting space. All meeting space must be fully accessible and comply with Americans with Disabilities Act (ADA) requirements.

Due to the large geographic area of New York State, the training contractor will implement a training schedule that minimizes travel costs on the contract. For example, most training should be offered in only two sessions, typically one offered in the Western or Central region and one offered in the Albany area. The vendor may also be directed to offer training in conjunction with other TCP meetings, such as regional or modality meetings.

Vendors should review established New York State travel and lodging rates when calculating travel and lodging costs. Reimbursement for travel and lodging will not exceed the stated standardized agency rate and in no case will exceed approved NYS rates.

2. Webinar Training and Technical Assistance

The contractor will offer post training webinars to community contractors to provide technical assistance to training participants to help them apply the knowledge and skills learned at training. For the purposes of preparing the financial application the vendor should assume an offering of eight, two-hour webinars per year, with twenty participants each.

c. Public Relations Training and Support

During the first six months of the contract, the vendor will develop a comprehensive public relations/media advocacy training for TCP community contractors. The public relations/media advocacy training delivery will be provided through the in-person and webinar trainings identified under section b. Training Delivery.

The vendor will assign one full-time staff person to help develop this training and to provide ongoing technical assistance and support around community contractor public relations efforts. Technical assistance and support will include:

- working with contractors to design statewide public relations and media advocacy activities to advance community partner goals;
- helping contractors establish (or build on existing) relationships with members of the news media;
- assisting community contractors with effectively framing tobacco control public health issues in press releases, newsletters and other communication.

d. Needs Assessment

In 2008 a training needs assessment was conducted with TCP contractors (see Attachment 13). Mid-point in the five year contract cycle the contractor will conduct a training needs assessment of TCP community contractors.

e. Evaluation

The vendor will describe how the organization will conduct evaluation of training and training-related activities. In addition, the contractor will provide data and information to the Tobacco Control Program's external evaluator upon request by the TCP.

These findings will be used by the training contractor to identify areas for quality improvement. Findings will also be used to evaluate the performance of the training contractor.

f. Event Coordination

Throughout the duration of this contract, the contractor will make logistical arrangements for TCP modality meetings and other meetings and events. The work will include: site selection, development of marketing materials, registration and confirmation, meals, speaker honoraria, speaker recognition (such as plaques or other awards), and travel for guest speakers. The contractor will not be responsible for developing meeting content. The contractor will be responsible for paying vendors for the events.

Meetings will generally be held at free or low to mid-price hotels or conference centers. The TCP will retain final approval over site selection and all other arrangements.

Meeting Planning and Coordination

Modality meeting planning and coordination includes, but is not limited to, staff time to coordinate meeting planning conference calls, obtain and pay for meeting location/facility, handle all aspects of meeting registration, compile and distribute meeting minutes and materials, and provide support with necessary meeting follow up. For the purposes of this RFP the vendor should plan on modality meeting coordination for twenty, one-day modality meetings in Albany. The average number of attendees is 40.

The vendor will also coordinate a statewide meeting of all NY TCP contractors and stakeholders (approximately 400 people). The two and a half day meeting will take place every eighteen months with the first meeting occurring in May 2012. Meeting planning and coordination will include, but is not limited to, staff time to plan and work the meeting, obtaining and paying for meeting location/facility, speaker honoraria and travel, handling all aspects of meeting registration, designing the conference flyer and posting it on the training web site, ordering conference bags/notebooks and other

materials, printing meeting booklet and shipping to the meeting site, and providing an post meeting report that includes an analysis of participant satisfaction. For purposes of the RFP, bidders should anticipate \$5,000 will be required to support speaker honoraria and travel.

All meeting space must be fully accessible and comply with Americans with Disabilities Act (ADA) requirements.

Vendor attendance at each of these meetings may not be required and will be at the discretion of TCP staff. For the purposes of this RFP the vendor should plan on a mid-level staff person attending 5 of these Albany-based meetings per year.

Other Training, Meeting Planning and Coordination

The vendor may be requested to conduct additional trainings and meetings beyond those defined in this RFP. Funding for these additional trainings and meetings will be added to the overall value of the contract, upon mutual agreement of the DOH and vendor, and at a rate consistent with the costs proposed in the Financial Proposal.

The following cost information is being requested in the event that the DOH wants to add meeting deliverables to the resulting contract.

The vendor should include a fixed fee to conduct event coordination for each of the following additional meeting types on Attachment 4a, Estimate of Meeting Costs for Future Planning:

- Meeting A. Number of participants 30. Location: Upstate NY. Length: 2 days.
- Meeting B. Number of participants 200. Location: Upstate NY. Length 1 day.
- Meeting C. Number of participants 100. Location: Upstate NY. Length: 1 day.
- Meeting D. Number of participants: 800. Location: Upstate NY. Length: 3 day.
- Meeting E. Number of participants: 75. Location: Upstate NY. Length ½ day.

In general, the meetings listed above represent the scope and size of meetings that the vendor may be asked to coordinate. Costs for any requested meetings that differ from the scope of those listed above will be negotiated between the vendor and DOH using the above cost estimates as a general guide. The number and type of meetings to be requested is not known at this time.

Performance Specifications

1. The vendor will provide qualified administrative, clerical staff, trainers and consultants to perform contract related activities. Trainers must have demonstrated training skills and appropriate expertise, experience and qualifications specific to the topics they will train. Resumes and credentials of staff and consultants are subject to approval by the TCP.
2. All full day training sessions require a minimum of 2 trainers. Trainings shorter than one day may be delivered by one trainer.

3. The contractor is responsible for identifying experts to train and/or develop each training to be delivered under this contract and must demonstrate competency at this task within their response. Experts may include paid and unpaid consultants.
4. The contractor will maintain one (1) full time program manager at a management and salary level sufficient to attract a highly competent manager experienced at overseeing a large and complex training program. This manager should have a Master's level degree and at least five years experience overseeing a large training program. Experience may be substituted for a Master's level degree with prior approval from the TCP. Subcontracts may be utilized when approved by TCP and when the expertise purchased clearly enhances the delivery of services. If known subcontractors are to be proposed, a letter of commitment from each must be included with the technical proposal. Subcontractors proposed after the contract is awarded must be approved by the TCP.
5. The vendor must demonstrate cultural competency. Cultural competency will be broadly interpreted to mean ethnicity, race, language, gender, age, sexual orientation, socioeconomic status, as well as professional and organizational cultures such as political, medical, academic, business, and human services cultures.
6. All training materials are to be submitted for approval as described in this RFP.
7. The contractor will have full planning, management, and fiscal responsibility for training events, including all logistical support such as publicity, information dissemination, registration, site arrangements, and evaluation.
8. The training contractor's full time program manager will be required to travel to Albany two (2) times for planning meetings with leadership of the TCP and to attend the TCP three-day statewide meeting which takes place approximately every 18 months.
9. The vendor will maintain one (1) full full-time public relations staff person who will provide public relations training, provide assistance to the TCP contractors to gain news media coverage and place tobacco-related stories in the news or other media, develop press releases, press kits, sample letters to the editor, and provide support for press events to be hosted by TCP contractors, design, maintain and monitor a system for substantiating facts used in public relations materials, and develop a public relations crisis management plan to be implemented with TCP contractors if necessary.
10. The full-time public relations staff person will attend ten one-day modality meetings in Albany, per year. The staff person must have public relations expertise.
11. At a minimum, the following will be submitted to TCP at the specified times:
 - Needs Assessment Report – mid-point through the five year contract cycle.
 - A semi-annual training plan, including training to be developed and delivered.
 - Semi-annual training calendars will be developed in a format and style approved by the TCP. The calendar will include: training titles, objectives, target audience, indication if training is mandatory or not, training description, training locations, training dates, and registration information. Upon approval by the TCP the contractor will mail and email the training calendar to all community contractors. The training calendar will also be posted on the training contractor's web site. The calendar will be mailed to community contractors at least six weeks prior to the first

training delivery date listed on the calendar.

This list and content of reports may be added to or deleted from at the discretion of TCP.

D. PROPOSAL REQUIREMENTS

The proposal must include two components – a technical proposal and a cost proposal. Do not bind or staple the original or copies of either the technical or cost proposal.

The contents are as follows:

1. Technical Proposal - 80 percent

The vendor will describe a plan to accomplish the deliverables listed in the detailed specifications. The descriptive content should be single-spaced, using no smaller than a 12-pitch font, and a minimum of 1-inch margins (right, left, top and bottom), on 8 ½ -by- 11-inch paper. The proposal should be clearly divided into three sections, one for each component, with headers for each section.

Proposal Cover Sheet

Not scored. This should be the first page of both the technical and financial proposals.

Section I Executive Summary – Maximum of 2 pages.

Provide a description of the organization that includes the following:

- size of organization;
- organizational structure;
- overall mission of the organization and scope of services offered; and,
- current funding for the following activities: training, public relations, tobacco control.

Section II Organizational Experience and Capacity - Maximum of 4 pages

Describe the organization's overall mission, historical development, and agency philosophy.

Clearly describe how each position under this contract will fit into the organization's structure. Attach a table of organization that shows how this contract will fit into the organization's management structure.

Describe the organizations experience providing training, including tobacco-related training.

Section III Staffing – Maximum of 6 pages

Describe the proposed staffing pattern for each of the deliverables described in this RFP.

Provide a job description for each position. If it is known who will fill the position attach a resume in an appendix. If position are vacant or yet to be created include a job description for the position.

Describe the activities the organization would take to recruit new staff, assure availability of qualified staff and activities assure that training staff remain abreast of new developments in the field of tobacco control.

Describe how the organization will ensure that staff meet high standards of training proficiency (e.g., the National Staff Development and Training Association Instructor Competency Model guidelines).

Describe how each staff working on this project (including program and fiscal staff) will share information, conduct program management, coordinate and communicate internally to ensure consistency of methods, materials, etc.

Section IV Program Description

Training – maximum of 12 pages

Describe how the agency will achieve all of the deliverables of a training center as described in this RFP including: training design, delivery and evaluation, meeting/event coordination and public relations.

Vendors should attach in an appendix examples of training products as described in this RFP (e.g. trainer manuals, participant manuals, etc.). These do not count toward page totals.

Vendors should attach in an appendix examples of public relations products as described in this RFP (press releases, press kits, etc). These do not count toward page totals.

2. Financial Proposal – 20 percent

A contract resulting from this bid is expected to be in effect for five years beginning April 1, 2010. In addition to the Bid Form, vendors must fill out Detailed Cost Sheet for each year of the contract (see Attachment 4); vendors must state the cost to the Department for each component.

Price must reflect all costs associated with the operation of this project including personnel, supplies, travel, training venues, training material consultants, evaluation, and other expenses, etc.

The Department of Health reserves the right to add to the scope of work of this contract if additional funding from the TCP or other DOH public health programs becomes available.

Vendors must provide evidence of their financial ability to perform the terms and conditions of the contract. Each vendor must include audited financial statements for the last three years of operations. If the vendor is not required to have independent audits performed, a statement to that effect must be included with the cost proposal. If independent audits are not required, other evidence of the vendor's financial ability to perform must be included. At a minimum, this must include an audited annual financial statement, report by a third-party service (e.g., Dunn and Bradstreet), etc. Additionally, statements from a bank confirming the level of account balances, or similar document must be included. If audited financial statements are available, they must be included even if proprietary in nature. If they are proprietary, vendors will so indicate.

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

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

Please note that the Minority and/or Women Owned Business Enterprises (M/WBE's) forms must be included in the Financial Proposal since they contain bid information.

Please attach the Cover Sheet as the first page of your Financial Proposal.

3. Method of Award

a. Vendor Selection

At the discretion of the Department of Health, all bids may be rejected. The evaluation of the bids will include the following considerations:

- Successful completion of the technical proposal.
- Demonstrates the proposed strategy is appropriate, thorough and well conceived.
- Demonstrates how likely the strategy is to achieve the goals of this RFP.
- Demonstrates that the proposed strategy is effective, innovative and persuasive.
- Cost-effectiveness, cost competitiveness, and best value for services as demonstrated in the financial proposal.
- Demonstrates an understanding of the science of tobacco control, the TCP priorities and requirements of the scope of work.

- Demonstrates the ability to work effectively with TCP funded contractors throughout the state.
- Demonstrates expertise of proposed staff.

b. Technical Evaluation

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

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

$$\frac{\text{Highest Score}}{\text{Vendor's Score}} \times 80 = \text{Score}$$

c. Financial Evaluation

A Financial Evaluation team will evaluate each vendor’s Cost Proposal. The financial proposal will be scored only on cost. The evaluation will be totally independent of the technical evaluation. In evaluating each Cost Proposal, the Financial Evaluator will assess the documentation provided by the vendor demonstrating the firm’s ability to maintain cash flow and payroll. For those bids meeting the requirements of the Cost Proposal, the Evaluator will score the total project cost.

$$\frac{\text{Lowest proposed cost}}{\text{Vendor's total cost}} \times 20 = \text{Score}$$

d. Total Combined Score

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

$$+ \frac{\text{Technical Score (maximum 80\%)} + \text{Financial Score (maximum 20\%)}}{\text{Total Combined Score = (maximum 100\%)}}$$

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

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

E. ADMINISTRATIVE

1. Issuing Agency

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

2. Inquiries

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

Patricia Bubniak
New York State Department of Health
NYS Tobacco Control Program
Empire State Plaza
Corning Tower, Room 710
Albany, NY 12237-0676
TCP@health.state.ny.us
Fax: 518-486-1684

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

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

3. Eligibility

This RFP is open to both for-profit and not-for-profit entities with at least 10 years experience in professional training, and 3 years experience (or hiring of staff with at least 3 years experience) in public relations.

The vendor will have experience with:

- delivering a wide array of training, in topics as listed in this RFP;
- developing a professionally designed statewide training calendar;
- actively marketing and promoting training programs statewide;
- providing technical assistance to contractors;
- providing electronic training registration, confirmation letters and letters of attendance to all participants;
- develop new training curricula as described in this RFP on an as needed basis;
- tailor training delivery to meet the unique needs of the training audience;
- provide training staff that are well informed and kept abreast of new developments in the field of tobacco control and chronic disease prevention and adult health;
- resource and materials development; and
- public relations.

The vendor should demonstrate the ability to deliver services in a culturally and linguistically appropriate manner. At a minimum, this includes evidence of:

- awareness of the various cultural and linguistic groups seeking or involved in care and the need for cultural and linguistic tailoring of service delivery based on this knowledge (refer to CLAS standards for examples of tailoring opportunities);
- understanding and appreciation of the heterogeneity that exists within and across all participating cultural and linguistic groups and the need to avoid overgeneralization and stereotyping;
- incorporating culturally relevant information into program design, implementation and evaluation;
- communicating sensitivity, respect and competence in caring for all program participants; and,
- understanding the link between measuring and delivering culturally and linguistically appropriate care and improved health outcomes.

All vendors must include a statement verifying the vendor's "no tobacco" status. This statement must certify that the vendor does not have any affiliation or contractual relationship with any tobacco company, its affiliates, its subsidiaries or its parent company or can demonstrate an acceptable mechanism to assure that there is no conflict of interest in undertaking the scope of work in this RFP. Subcontractors should meet the same requirements as the principal vendor and be approved by DOH.

If any country, nation, province, state or political subdivision is known to discriminate against a New York State business enterprise competing for procurement contracts in that jurisdiction, the Commissioner of Economic Development may place them on the list of "discriminatory jurisdictions". The State Finance Law (Section 165.6.d.) prohibits NYS agencies from awarding any procurement to any vendor whose principal place of business is located in a discriminatory jurisdiction. NOTE: The current list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia, and Wyoming.

4. Non-Mandatory Letter of Interest

All potential vendors are strongly encouraged to send a Letter of Interest to Bid by the date listed in the Schedule of Events to Patricia Bubniak. Although a letter of interest is not a requirement of the RFP, a letter will serve as a foundation for a comprehensive list of vendors so that all listed vendors can receive responses to all questions and other amendments to the RFP. Any and all objections to the requirements in this RFP must be raised and resolved in the question and answer phase. Vendors are instructed not to include any assumptions or proposed changes to RFP requirements in their proposal. A sample Letter of Interest is included in this RFP (see Attachment 2). A Vendors' Conference will not be held.

5. Submission of Proposals

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

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

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

1. The Bid Form must be filled out in its entirety.
2. The responsible corporate officer for contract negotiation should be listed. This document should be signed by the responsible corporate officer.

3. All evidence and documentation requested under Section D, Proposal Requirements should be provided at the time the proposal is submitted.
4. Three business references (within the United States) are a requirement of the bid and must be included as an attachment to the Technical Proposal.
5. The TCP shall at all times maintain control and direction over the scope of work being performed under the contract resulting from this RFP. The TCP reserves the right to change the scope of work and to adjust specific tasks within the work plan to be performed by the contractor.

6. THE DEPARTMENT OF HEALTH RESERVES THE RIGHT TO

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

7. Payment and Reporting

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

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

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

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

The contractor will be required to submit a quarterly activity report, including a summary of evaluations of trainings delivered that month, public relations conducted and activities of the resource center. Other periodic reports may be required by the TCP. The selected vendor will develop a management and monitoring plan for keeping TCP apprised of all activities, personnel/subcontractors responsible for activities, and an evaluation of the effectiveness and cost efficiency of these activities.

8. Term of Contract

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

- a. The anticipated contract term is for 60 months; it is anticipated to start on December 1, 2009 and be in effect through November 30, 2014. The contract term is for five years based on availability of funds and satisfactory performance.
- b. The contract term may change if the DOH makes an award earlier than expected or if the DOH cannot execute the agreement by December 1, 2009 due to unforeseen delays.
- c. All proposals should be based on a performance period of a 60-month period as stated above.
- d. Should work commence before the contract is approved by the NYS Office of the State Comptroller, the state will consider that work to have been volunteered and shall not reimburse the contractor.
- e. This agreement may be canceled at any time by the Department of Health giving to the contractor not less than thirty (30) days written notice that on or after a date therein specified this agreement shall be deemed terminated and canceled.
- f. The Department of Health reserves the right to add to the scope of work of this contract with supporting funding related to other public health programs.

9. Ownership of Training, Resource Materials, Public Relations Content

Training content and materials developed or enhanced with funds from this contract shall become the property of the New York State Department of Health.

10. Debriefing

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

11. Vendor Responsibility Questionnaire

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

responsible vendors. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep system online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of Health or the Office of the State Comptroller for a copy of the paper form. Vendors must also complete and submit the Vendor Responsibility Attestation (Attachment 9).

12. 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 vendors 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 vendors 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.

13. 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 vendors 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.

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

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

15. 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/>

16. New York State Tax Law Section 5-a

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded state contracts for commodities, services and technology valued at more than \$100,000 to certify to the Department of Tax and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such contractors' sales delivered

into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

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

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

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

17. 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. Vendors 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 vendors complete the M/WBE Utilization Plan (Attachment 12) and submit this Plan with their bid documents.

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

certified status.

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

F. APPENDICES

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

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

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

- APPENDIX D - General Specifications
- APPENDIX E

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

- Workers' Compensation, for which one of the following is incorporated into this contract as **Appendix E-1**:
 - **CE-200**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
 - **C-105.2** – Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
 - **SI-12** – Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** – Certificate of Participation in Workers' Compensation Group Self-Insurance.
- Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:
 - **CE-200**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
 - **DB-120.1** – Certificate of Disability Benefits Insurance; OR
 - **DB-155** – Certificate of Disability Benefits Self-Insurance

- Appendix H - Health Insurance Portability and Accountability Act (HIPAA) (if applicable)
- Appendix X – Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal)

G. Attachments

1. Cover Sheet
2. Sample Letter of Interest
3. Bid Form, No Bid Form
4. Detailed Cost Sheet
 - a. Estimate of Meeting Costs for Future Planning
5. Contractor Checklist for Proposal Submission
6. Contract Boilerplate
7. No Tobacco Status
8. Vendor Responsibility Attestation
9. State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term
10. State Consultant Services Form B, Contractor's Annual Employment Report
11. NYS Taxation and Finance Contractor Certification Form ST-220-TD and ST-220-CA.
12. Minority and/or Women Owned Business Enterprises (M/WBE's) forms
13. Needs Assessment of NYS TCP Contractors November 2008.

Attachment 1

NYS Tobacco Control Program Training Center

COVER SHEET

Name of Bidder (*Legal name as it would appear on a contract*)

Mailing Address (*Street address, P.O. Box, City, State, ZIP Code*)

Federal Employee Identification Number:

NYS Charity Registration Number:

Person authorized to act as the contact for this firm in matters regarding this proposal:

Printed Name (*First, Last*):

Title:

Telephone number:

Fax number:

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E-mail:

Person authorized to obligate this firm in matters regarding this proposal or the resulting contract:

Printed Name (*First, Last*):

Title:

Telephone number:

Fax number:

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E-mail:

(CORPORATIONS) Name/Title of person authorized by the Board of Directors to sign this proposal on behalf of the Board:

Printed Name (*First, Last*):

Title:

Signature of Bidder or Authorized Representative

Date:

Attachment 2

NYS Tobacco Control Program Training Center

Sample Letter of Interest

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

Re: RFP # _____

Dear Ms. Bubniak:

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

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

Sincerely,

Attachment 3

**NEW YORK STATE
DEPARTMENT OF HEALTH**

BID FORM

PROCUREMENT TITLE: _____ FAU # _____

Bidder Name:
Bidder Address:

Bidder Fed ID No:

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

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

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

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

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

No Yes

If yes, please answer the next questions:

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

No Yes

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

No Yes

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

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

NEW YORK STATE
DEPARTMENT OF HEALTH

NO-BID FORM

PROCUREMENT TITLE: _____ FAU # _____

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

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

- Please retain our firm on your mailing list.

(Firm Name)

(Officer Signature) _____
(Date)

(Officer Title) _____
(Telephone)

(e-mail Address)

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

Attachment 4

**Detailed Cost Sheet
NYS Tobacco Control Training Center**

A sheet must be prepared for each year of the proposal.

Training		Cost
a.	Training Development and Design	
b.	Training Delivery	
c.	Public Relations and Support	
d.	Needs Assessment	
e.	Evaluation	
f.	Meeting/Event Coordination (include two and a half day statewide meeting scheduled every eighteen months with the first meeting occurring in May 2011)	
Total Cost Year _____		

Attachment 4 a

NYS Tobacco Control Training Center

Estimate of Meeting Costs for Future Planning*

Please provide a flat rate for the following:

Meeting Category	Cost
Meeting A: A two-day meeting in Upstate NY with 30 participants	
Meeting B: A one-day meeting in Upstate NY with 200 participants	
Meeting C: A one-day meeting in Upstate NY with 100 participants	
Meeting D: A three-day meeting in Upstate NY with 800 participants	
Meeting E: A half-day meeting in Upstate NY with 75 participants	

* This information will not be scored, but should be included in the cost proposal.

Attachment 5
NYS Tobacco Control Program Training Center

Checklist for Proposal Submission
(For bidder's use only; should not be included in the proposal.)

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

Attachment 6

Contract Boilerplate

MISCELLANEOUS / CONSULTANT SERVICES

STATE AGENCY (Name and Address):

NYS COMPTROLLER'S NUMBER:

ORIGINATING AGENCY CODE:12000

CONTRACTOR (Name and Address):

TYPE OF PROGRAM(S):

CHARITIES REGISTRATION NUMBER:

CONTRACT TERM

FROM:

TO:

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

FUNDING AMOUNT FOR CONTRACT TERM:

FEDERAL TAX IDENTIFICATION NUMBER:

MUNICIPALITY NO. (if applicable):

STATUS:

CONTRACTOR IS () IS NOT () A SECTARIAN ENTITY

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

() 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.

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

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

APPENDIX Q Modification of Standard Department of Health Contract Language

X STATE OF NEW YORK AGREEMENT

X APPENDIX D General Specifications

X APPENDIX B Request For Proposal (RFP)

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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APPENDIX D
GENERAL SPECIFICATIONS

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

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

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

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

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

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

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

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

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

N. YEAR 2000 WARRANTY

1. Definitions

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

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

2. Warranty Disclosure

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

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

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

3. Warranty Statement

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

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

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

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

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

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

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

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

T. Provisions Upon Default

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

U. Termination Provision

Upon termination of this agreement, the following shall occur:

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

V. Conflicts

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

W. MINORITY AND WOMEN OWNED BUSINESS POLICY STATEMENT

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

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

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

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

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

X. Contract Insurance Requirements

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

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

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

**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: _____

Attachment 7

NYS Tobacco Control Training Center

No Tobacco Status

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

*** Affiliation:**

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

Title: _____

Signature: _____ **Date:** _____

Attachment 8

Vendor Responsibility Attestation

To comply with the Vendor Responsibility Requirements outlined in Section E, Administrative, 9. Vendor Responsibility Questionnaire, I hereby certify:

Choose one:

- An on-line Vendor Responsibility Questionnaire has been updated or created at OSC's website: <https://portal.osc.state.ny.us> within the last six months.
- A hard copy Vendor Responsibility Questionnaire is included with this proposal/bid and is dated within the last six months.
- A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental entities, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

Signature of Organization Official: _____

Print/type Name: _____

Title: _____

Organization: _____

Date Signed: _____

Attachments 9 and 10

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

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

Instructions

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

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

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

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

Completing the Reports:

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

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

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

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

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

State Consultant Services
FORM A

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

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

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

Employment Category	Number of Employees	Number of Hours to be Worked	Amount Payable Under the Contract
---------------------	------------------------	------------------------------------	---

Totals this page:	0	0	\$ 0.00
Grand Total:	0	0	\$ 0.00

Name of person who prepared this report:

Title:

Phone #:

Preparer's signature:

Date Prepared: / /

Page of
(use additional pages if necessary)

State Consultant Services
FORM B

OSC Use Only
 Reporting Code:
 Category Code:

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

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

 Description of Services Being Provided:

Scope of Contract (Choose one that best fits):

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

Employment Category	Number of Employees	Number of Hours to be Worked	Amount Payable Under the Contract
---------------------	---------------------	------------------------------	-----------------------------------

Totals this page:	0	0	\$ 0.00
Grand Total:	0	0	\$ 0.00

Name of person who prepared this report:
 Title:

Phone #:

Preparer's signature:
 Date Prepared: / /

Page of
 (use additional pages if necessary)

Attachment 11

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

AND

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



Contractor Certification

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

ST-220-TD

(6/06)

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

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

General information

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

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

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

Mail completed form to:

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

Privacy notification

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

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

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

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

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

Need help?

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

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

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

To order forms and publications: 1 800 462-8100

Sales Tax Information Center: 1 800 698-2909

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

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

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

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

Make only one entry in each section below.

Section 1 — Contractor registration status

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

Section 2 — Affiliate registration status

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

Section 3 — Subcontractor registration status

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

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF _____ }
 : SS.:
COUNTY OF _____ }

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

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

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

Notary Public

Registration No. _____



Contractor Certification to Covered Agency

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

ST-220-CA

(6/06)

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

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

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

(name)

(title)

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

(Mark an X in only one box)

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

The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____
(insert contract number or description)

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

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Instructions

General information

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

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

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

When to complete this form

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

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

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

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

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

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

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

Notary Public

Registration No.

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).
This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.
Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.
Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.
This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

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

**New York State Department of Health
M/WBE Procurement Forms**

(include in the financial proposal package)

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

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

**New York State Department of Health
 BIDDERS PROPOSED M/WBE UTILIZATION PLAN**

Bidder Name:	
RFP Title:	RFP Number

Description of Plan to Meet M/WBE Goals

PROJECTED M/WBE USAGE

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

New York State Department of Health

MINORITY OWNED BUSINESS ENTERPRISE (MBE) INFORMATION

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

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

New York State Department of Health

WOMEN OWNED BUSINESS ENTERPRISE (WBE) INFORMATION

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

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

**New York State Department of Health
SUBCONTRACTING UTILIZATION FORM**

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

Contract Awardee/Recipient: _____
 Name

 Address

 Telephone

Description of Contract/Project
 Location: _____

Subcontractors Purchase with Majority Vendors:

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

Subcontractors/Suppliers:

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

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

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

MWBE ONLY

**MWBE SUBCONTRACTORS AND SUPPLIERS
LETTER OF INTENT TO PARTICIPATE**

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

Proposal/ Contract Number: _____

Contract Scope of Work: _____

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

Name of MWBE:

Address:

Federal ID Number:

Telephone Number:

Designation:

MBE - Subcontractor

WBE - Subcontractor

MBE - Supplier

WBE - Supplier

Joint venture with:

Name: _____

Address: _____

Fed ID Number: _____

MBE

WBE

Are you New York State Certified MWBE? _____ Yes _____ No

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

at the following price: \$ _____

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

Date Proposal/ Contract to be started: _____

Date Proposal/ Contract to be Completed: _____

Date Supplies ordered: _____ Delivery Date: _____

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

Date

Signature of M/WBE Contractor

Printed/Typed Name of M/WBE Contractor

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

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

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

New York State Department of Health M/WBE STAFFING PLAN

Check applicable categories: Project Staff Consultants
 Subcontractors

Contractor Name _____

Address _____

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

(Name and Title)

Date

Attachment 13

Needs Assessment Report

Tobacco Control Training Project Needs Assessment of NYS TCP Contractors November 2008

INTRODUCTION

In the September 2008 the NYS DOH Tobacco Control Program (TCP) requested Cicatelli Associates Inc., the training provider for the TCP, to conduct a needs assessment with contractors. The purpose of this needs assessment is to identify the training needs of funded contractors in order to further build their capacity, skill and ability to achieve TCP goals and objectives. This needs assessment was developed in partnership with the TCP and implemented in November 2008.

METHODS

Cicatelli Associates Inc., in collaboration with the TCP, designed four modality specific needs assessment surveys to use when interviewing contractors (Attachments A: TCTP Needs Assessment Survey Questions, November 2008). Each survey includes five questions that were asked of all contractors as well as 3-6 modality specific questions based on current modality work plans. We randomly selected 40 contractors to participate in the interviews: 14 Community Partnerships, 12 School Policy contractors, eight Cessation Centers, and six Youth Action contractors. The number of contractors from each modality was determined by the number of contracts per modality, the future changes in the size of modalities, modality work plan demands and previous training received.

On October 30, 2008 we emailed each of the contractors, inviting them to participate in a needs assessment interview. Contractors who declined participation were replaced with another contractor from the same modality. We conducted the interviews from November 4 – 17, 2008. Skilled interviewers conducted the interviews by phone, with each interview lasting approximately 20-30 minutes. We began the interviews, asking contractors three questions to assess the skills contractors have gained from training, skills they would like to revisit or further enhance and additional skills or knowledge they need to meet their work plan goals and objectives. These questions were followed by three to six modality specific questions based on modality work plans. Lastly, we asked two questions to conclude the interview, identifying any additional training needs of contractors (see Attachment A). All questions were open-ended. Responses were documented, entered into a database and then analyzed and coded for common themes. Following the interviews, we emailed one final question to participants, asking them to name the modality specific area where they needed the most skill development. Participants responded to this question by email.

RESULTS

Of the 40 contractors contacted, five declined participation and were replaced. After interviews began, seven additional contractors either declined participation or did not respond resulting in a final sample of 33 contractors interviewed (82% response rate). The final sample included 11 Community Partnership, 10 School Policy, seven Cessation Centers and five Youth Action contractors. Those who declined stated they were too busy, no longer worked with the agency or did not respond to the request to participate.

Overall, contractors interviewed spoke frequently of the value of training in building their capacity to do their work. They were able to reflect back on specific skills learned and developed through the trainings. Many contractors also indicated that tools received in training

and from the TCP have been very helpful to them as well. Specific tools mentioned include the fact sheets, training handouts, CAT documents, the Youth Training Modules, the Sustainability Toolkit and the School Policy materials.

Responses to the interview questions are reported here in the following categories:

- Skills Gained from Training
- Skills Contractors Would Like to Develop Further
- Additional Skills or Knowledge Needed
- Modality Specific Training Needs

Skills Gained from Training

Participants identified training that was helpful to them as well as skills they have gained thus far from training. These include:

- Media skills – contractors report improved interviewing skills; enhanced writing and ability to prepare various media materials; able to develop and use key messages; increased knowledge, understanding and comfort when working with media.
- Engaging the decision maker – better able to identify who is the decision maker; know how to learn more about target decision makers; have a better understanding of decision makers and able to develop relationships with them; increased ability to strategize when working with decision makers; better able to prepare for meetings and presentations; increased confidence when approaching decision makers; improved communication skills to stay on message using talking points and rolling with resistance; and have become more effective when talking with legislators as well as other decision makers.
- Social marketing – this training provided many contractors with a different perspective on how to approach their work; contractors are incorporating concepts such as focusing messages to a target audience, considering the exchange – what will the decision maker gain from what the contractor is asking of them, using messages that will grab attention and using the creative platform; understanding that change is a process and takes time.
- Working with others more effectively – contractors have improved their organizational and planning skills, being more strategic in their work; they are effectively using contacts and engaging the community in their work; they have increased skill in conducting effective meetings; are engaging members of their coalitions or work groups by facilitating discussions, improving their communication skills and finding common ground with partners.

Numerous contractors stressed how helpful it was to have decision makers included in trainings, enabling contractors to gain a better understanding of them, and how to approach them and work with them more effectively.

Skills Contractors Would Like to Develop Further

Key skill areas that contractors would like to revisit or further enhance include:

- Presentation and communication skills – advanced public speaking; delivering concise presentations; capturing the audience; managing tangent discussions during presentations; managing performance anxiety; and effectively presenting information to youth.
- Media skills – interviewing skills; working with radio; media creation; how to present media so it will get published; buying media; using our own media; how to do direct mailings; guidance on writing scripts and commercials for the target audience.
- Working with decision makers – confidence building; having an increased understanding of the decision makers point of view, what is important to them and focus on advantages

from their point of view; would like to hear from more decision makers in training; enhanced understanding of their target audience; advanced advocacy skills; presenting information that gets to the point and “closes the deal;” working with large, complex organizations (e.g., hospitals).

- Working with legislators – knowing more about legislators and their concerns; better understanding of government structure; preparing for meetings; confidence building when meeting, engaging and working with legislators; strategies for working with legislators when you are not their constituent; would like a legislator to participate in training; need a better understanding of lobbying, advocacy and “the ask.”
- Tobacco control science – “Tobacco 101” for new contractors and staff; would like to keep current through regular updates on data and fact sheets; continue to build knowledge and understanding of tobacco control as a science; knowledge and skill from other states working on same goals and objectives; ability to address chronic disease in general and integrate tobacco control messages into this.
- Working effectively with groups – contractors would like to continue to review these skills as well as look at how to work effectively within their own personal work style; continued training on working with difficult people.
- Continued opportunities to observe and practice – observing others in role plays, case studies and practice exercises; practice in difficult situations, e.g., with difficult people, difficult groups, responding to challenging questions or people who are very opposed to tobacco control.
- Social Marketing – with this being a new perspective on how to approach their work, many contractors would like to continue training on this topic with more examples of established campaigns and practical applications related to specific tobacco control initiatives.
- Sharing amongst contractors and discussion regarding what works well in urban areas vs. semi-urban vs. rural areas.

Many contractors stated they would like training for different levels of contractor and staff experience. This included a need for orientation to tobacco control, the TCP and to the specific modality. It is helpful to contractors when training is focused on their specific modality. In addition, contractors would benefit from some programs being presented for different levels of experience. One example mentioned frequently is sustainability. New contractors and staff need orientation to this topic including the “do’s and don’ts.” More seasoned contractors and staff would like a stronger understanding of the process and working of governments, understanding legislators and their perspective, and to enhance their ability to work with and develop relationships with legislators in order to sustain comprehensive tobacco control and achieve policy change when needed.

Some state that trainings to date have been general in nature and they would like training to go deeper, addressing strategies that work best in urban areas vs. semi-urban vs. rural areas. Respondents would also like current programs to be repeated, allowing other staff on their project to attend, as well as refreshers of the programs for those who have already attended. And lastly, many would like more opportunities to learn from each other, sharing and hearing what is working well for other contractors.

Additional Skills or Knowledge Needed

Key areas where additional skills and/or knowledge are needed across modalities include:

- Management skills – organization skills and time management to juggle multiple demands; working with budgets; organizing and reporting data; improving CAT reporting;

working efficiently in large catchment areas; methods for tracking progress of partners, schools, or other deliverables; motivating, managing and supervising staff; understanding generational differences in communication and work styles; increasing productivity; dealing with stress; and leadership training. One contractor suggested including motivational speakers and incorporating more fun into meetings and training to prevent burnout.

- Graphic design skills – basic knowledge for working on and developing simple marketing materials; working with different software programs such as Photo Shop, Publisher and Adobe Professional; working with graphic designers and conveying tobacco control concepts to them.
- Presentation skills – preparing for presentations; answering difficult questions; improving PowerPoint presentations.
- Evaluation – evaluation processes, basis of research methods for evaluation, data analysis
- Working with youth – engaging and motivating youth.

Seven contractors interviewed indicated they did not have additional skill or knowledge development needs.

Modality Specific Training Needs

Through open-ended questions, interviewers asked contractors what skills and knowledge they need related to their work plan objectives and which of these objectives they needed the most skill development. The specific questions for each modality are provided below with a summary of participant responses followed by the work plan area that contractors have the highest need for training and skill development.

A. Cessation Centers

7 Interviewed (37% of Cessation Center contracts)

As you review your work plan goals and objectives, what are some skills and knowledge that you feel you need in order to move forward in the following areas?

1. Expanding your full partner list:

- skills at moving limited partners to full – moving partners along the continuum; effective communication/sales skills without being too aggressive; presenting data collection and chart reviews in a way that does not create a barrier; closing the deal
- different ways to recruit partners – alternatives to cold calling, such as mailings, working with medical societies or insurance companies
- dealing with resistance
- did not indicate any training needs in this area (4)

2. Assisting partners with system change such as implementing screening systems, systems for implementing the 5 A's, implementing PIP, Medicaid, Quitline referrals

- refresher on what are systems changes; how to help implement screening systems; overview of electronic medical records and how to integrate cessation data into them
- review of PIP
- in simple terms, what is Medicaid?
- how to effectively incorporate information in presentations, new ideas for power point presentations
- CAI to facilitate meetings with cessation centers to share ideas; include medical office personnel for their feedback/perspective on ideas
- did not indicate any training needs in this area (3)

3. Working with partners at the Maintenance level

- Define the maintenance level, expectations for this level and how to present it to partners
- transferring quality improvement work to the hospital or clinic setting – getting office personnel from hospitals to discuss how to incorporate system changes
- did not indicate any training needs in this area (4)

4. Working with employers to provide coverage for tobacco dependence treatment for employees

- how to work with businesses; update on cost to employer groups; strategies for convincing employers that this will save them in the long-term; how to encourage employers to have wellness programs; how to provide short term incentives
- involve an employer who has implemented coverage in training
- overview of health insurers
- did not indicate any training needs in this area (3)

5. Working with health insurers to cover tobacco dependence treatment

- as a new area of work, contractors state they need an overview of health insurers; how health plans work, to better understand their barriers; how to get insurers to cover treatment as standard coverage, rather than as a rider
- how to speak to decision makers in health care plans to get a better sense of their bottom line; what the incentive is to health insurers
- how the National Committee for Quality Assurance plays a role

Other training areas suggested include: developing a data collection system that provides quality surveillance, evaluating all indicators (not just the 5 A's) in order to share this information internally as well as among centers; nicotine the drug; how other cessation centers do their work including how different teams within centers work together, who they target as the champions, what their process is, how they approach PIP, and what and how detailed they report in CAT.

Highest need: Assisting partner with system change such as implementing screening systems, systems for implementing the 5A's, implementing PIP, Medicaid, and Quitline referrals.

B. Community Partnerships

11 Interviewed (38% of Community Partnership contracts)

As you review your work plan goals and objectives, what are some skills and knowledge that you feel you need in order to move forward in the following areas?

1. Working with tobacco retailers to rearrange, reduce, or eliminate tobacco advertising.

- more on the retailers perspective; how we can make this more appealing to retailers; how we can help retailers and make this worthwhile for them
- more information on individual tobacco contracts with retailers to gain a better understanding of limitations on retailers
- developing talking points for meetings with retailers; skills on how to do this
- hear from contractors who have been successful with retailers, sharing their strategies and approach
- legal issues
- dealing with language barriers
- dealing with safety concerns when visiting some retailers

- did not indicate any training needs in this area (2)
2. **Working with municipalities and/or CBO's regarding resolutions supporting decreased tobacco advertising.**
 - how local governments work, decisions are made and how to approach the board members; how to become knowledgeable about individual board members and their goals; what information to share with them; how to maximize time with them; determining what is in it for them; what things to be careful about when working with municipality board members
 - involving a town supervisor in training to discuss the process for developing and passing resolutions as well as developing relationships with town supervisors
 - how to get decision makers who are smokers on board
 - information on how to make direct mailings more successful
 - did not indicate any training needs in this area (5)
 3. **Working with community events regarding tobacco sponsorship.**
 - would like training to focus on our work with community organizers – navigating the many factors related to events: obtaining a list of all the events; determining who hosts the event; how to handle it when there are multiple hosts for one event; identifying the director or the right person to talk to; and best methods for changing policy and how to do this with multiple hosts
 - how to get sponsorship information on events from organizations when it's confidential or financially sensitive information
 - conducting more effective mailings to address this issue for organizations that are willing to sign but it is not a priority
 - ways to partner and engage with organizations without offering money or becoming a sponsor of their event
 - did not indicate any training needs in this area (6)
 4. **Increasing the number of multi-dwellings adopting smoke free policies:**
 - need the perspectives of landlord/property management, those who have adopted a policy and what drove them to adopt change; those who haven't; the perspective of renters; information on insurance savings for landowner
 - how to work with landlords and property management – how to find them, contact them and get their attention; talking points and tips for engaging them; able to communicate regarding legal issues and leases without a lot of legal jargon; using incentives with this group
 - skill development in addressing resistance, particularly the concern that a SF policy will increase vacancy rates
 - more information on laws and legal issues – increase familiarity with leases; need to be seen as credible by landlords; where to refer legal questions; legal resources for landlords
 - did not indicate any training needs in this area (1)

Three participants specifically stated they need more training in this area. Some contractors indicated that the fact sheets and the group Joey Koldare put together in New York City have been helpful to them.

5. **Working with local government and organizations regarding smoke free outdoor areas:**

- best practices from other states or NYS – basic introduction to this area and how to make outdoor areas smoke free; where to begin; finding the right person to approach; maintaining contact with officials; guidelines/strategies for approaching this; talking points; benefits of smoke free outdoor policies
- having a city council or legislator participate in training to provide guidance from their perspective
- did not indicate any training needs in this area (3)

Other training areas suggested include: have a strategic planning session; training on smoke free worksites – working with HR departments, understanding of insurance and cessation coverage, information from workplaces that have adopted smoke free policies and their experience with the transition, successes, challenges; worksites.

Highest need: Increasing the number of multi-unit dwellings adopting smoke free policies, closely followed by working with tobacco retailers to rearrange, reduce or eliminate tobacco advertising.

C. Reality Check

5 Interviewed (31% of future Reality Check contracts)

As you review your work plan goals and objectives, what are some skills and knowledge that you feel you need in order to move forward in the following areas?

1. Working with tobacco retailers to rearrange, reduce or eliminate tobacco advertising.

- marketing – concrete activities in developing materials
- approaching retailers and the retailer perspective
- did not indicate any training needs in this area (3)

2. Working with municipalities and/or CBO's regarding resolutions supporting decreased advertising

- understanding government structure; how to work with municipalities; what is important to them
- building and maintaining relationships with municipality board members, not only when they are needed
- include municipality board member or representative in training

3. Working with community events regarding tobacco sponsorship

- include decision makers in training, e.g., a community fair representative or someone from “No Thanks Big Tobacco” initiative
- sharing what has worked for other contractors
- advanced presentation skills
- did not indicate any training needs in this area (2)

4. Working with schools and/or parent groups to expand the Tobacco Advertisement Free Magazine Arrangement

- who to contact and maintaining relationships
- marketing, “cutting edge” skills and materials, more presentation skills
- did not indicate any training needs in this area

5. Working with municipalities and/or parent groups to adopt SF movies resolutions

- update on what is happening on this initiative; what Hollywood directors are doing; who's supporting the initiative; what Downey and McGraph are doing; maybe a DVD with people talking about it to use in our presentations on the initiative
- marketing, "cutting edge" skills and materials, presentation skills
- did not indicate any training needs in this area (2)

6. Recruiting and working with youth to achieve your goals and objectives

- youth development; engaging and working with youth; have coordinators who are good at working with youth share strategies and tips for working with youth
- TOT was best training we've received – provide this for new coordinators
- extension of TOT applied to real world scenarios (1)

Highest need: Working with municipalities and/or CBOs regarding tobacco advertising; and Recruiting and working with youth.

D. School policy

10 interviewed (30% of School Policy contracts)

As you review your work plan goals and objectives, what are some skills and knowledge that you feel you need in order to move forward in the following areas?

1. Assisting schools with implementing and enforcing policies

- Learning more about the school climate and infrastructure; aligning our timeline with the flow of activity at schools; understanding their environment and demands; negotiating the politics; understanding legal issues schools face; understanding how boards of education operate
- Keeping the momentum going, moving on the timeline; ways to speed up the process; skills to motivate people in schools and help them to see policy as important; building active administrations
- Information on appropriate enforcement; legal implications to enforcement and how to handle them; effective ways to address enforcement without becoming "tobacco police;" handling resistance; new ideas for enforcement strategies
- Getting support from the community, teachers, students; creative ways of communicating policy to the community; effective media
- More samples and worksheets to assist with implementation process – makes the process easier for schools
- Strategies for talking/working with schools that are not in compliance with the law; working with decision makers who are a barrier to success
- Time management; challenge of working with so many schools
- Focus led discussions for contractors to share what has worked and what has not
- did not indicate any training needs in this area (1)

2. Expanding to new schools

- Creative tools for recruitment of new schools, e.g., a testimonial video specific to NY schools; knowing resources available beyond the modality to reach the "high hanging fruit;" knowledge of alternative mediums to make it a movement
- Leveraging successful schools to engage new ones; sharing their successes, giving testimonials to potential new schools
- Responding to schools that aren't interested
- Gaining the support of the community
- Opportunities for contractors to share their experiences

- did not indicate any training needs in this area (6)

3. Maintaining schools as you add new schools

- Organization and time management to juggle the follow-up and maintenance of many schools along with current schools in the earlier phases of the policy process
- Understanding what we should be doing in maintaining schools, besides scheduled follow-up observations/surveys; how much contact
- Reengaging with schools
- Assisting schools to keep policy when there are changes in administration, priorities, or when there are budget problems
- Encouraging schools to be independent and maintain a committee on their own
- Information to present to liaisons that is current, fresh, and interesting
- did not indicate any training needs in this area (1)

Other training areas suggested include: refocus on what our work plans are and get back to our goals; have a panel of administrators and lawyers provide ideas and opportunity for questions and answers; skill building in creating tobacco free school policy communications for the community; applying social marketing to school policy; have a panel of successful contractors presenting their work and strategies for success.

Highest need: Assisting schools with implementing and enforcing policies.

CONCLUSIONS

Overall, contractors report that training has been very effective in helping them develop skills and build their capacity to do their work. Future training will need to revisit and reinforce skills already developed through the foundation and follow-up trainings, further strengthening contractors' confidence as they approach their work. Contractors would like to continue building on their current skills as well as develop new ones.

Contractors prefer training that is focused on the work of their modality and benefit greatly from participation of target decision makers in trainings. They are eager to hear from more of their target decision makers, enabling them to gain a better understanding and appreciation of the decision makers' perspective, allowing them to build relationships and partner with decision makers in a more positive way.

Now, after three full years of training, contractors indicate a need for training that addresses the different levels of experience contractors have. New contractors need a thorough orientation to tobacco control, the TCP and to their modality in addition to the foundation training courses. More seasoned contractors need to be challenged with more advanced training, continuing to build on their skills while focusing on their work in a deeper way. Role playing and practice exercises have enabled contractors to build their skills. Many contractors would like practice opportunities that challenge them further and represent situations they face regularly in their work. Contractors indicate that having a mix of new and more seasoned contractors in the same training can interfere with their learning and skill development. In addition, contractors would like previous trainings to be repeated so other staff on their projects can attend, which will strengthen the skills of everyone on their team.

Contractors need to remain current in their knowledge of comprehensive tobacco control and the effectiveness of strategies implemented in New York as well as across the country. They would like to learn from other states that are working on similar initiatives.

In terms of new skills, many contractors state they need to improve their skills in managing their workload to be more efficient and effective in achieving their objectives as well as providing leadership to their staff. Other new skills mentioned frequently included basic graphic design skill and improving on their presentation and public speaking skills.

Many contractors would like structured opportunities, such as panel presentations or facilitated discussions, to learn from their colleagues, sharing successful initiatives and strategies for accomplishing objectives. Contractors indicated the areas of their work plans where they need the most skill development, providing insight for modality specific trainings in the future.

This needs assessment provides a wealth of information that will inform the curriculum revisions of the foundation courses as well as modality specific courses being developed in 2009. It also provides guidance to the TCP on the orientation needs of contractors as well as ongoing skill development and knowledge needs in order for contractors to be effective in achieving their program goals and objectives in the future.

Tobacco Control Training Project
Needs Assessment Survey Questions
November 2008

[For all contractors]

Over the last few years you have been a participant in some of the NYS Tobacco Control Program trainings including Engaging Decision Makers, Bringing Partners to the Table, Making the Most of Media, Social Marketing and more. I am going to ask you a few general questions about skills you've developed from training and additional skills you need. I will then ask you more specific questions about your training needs as it relates to your modality.

First, some general questions:

- 1. In thinking about the trainings you have attended and your work as a funded contractor, tell me about some of the skills you have gained from these trainings.**
- 2. What additional skills or knowledge do you feel you need?**
- 3. What skills would you like to revisit and enhance further?**

[Modality Specific Questions]

Now I'd like to ask you some questions specific to your work as a [Cessation Center, Community Partnership, School Policy or Youth Action] contractor.

[Cessation Center contractors only]

As you review your work plan goals and objectives, what are some skills and knowledge that you feel you need in order to move forward in the following areas:

- 1. Expanding your full partner list**
- 2. Assisting partners with system change such as implementing screening systems, systems for implementing the 5 A's, implementing PIP, Medicaid, Quitline referrals**
- 3. Working with partners at the Maintenance Level**
- 4. Working with employers to provide coverage for tobacco dependence treatment for employees**
- 5. Working with health insurers to cover tobacco dependence treatment**

[Community Partnerships contractors only]

As you review your work plan goals and objectives, what are some skills and knowledge that you feel you need in order to move forward in the following areas:

- 1. Working with tobacco retailers to rearrange, reduce or eliminate tobacco advertising**
- 2. Working with municipalities and/or CBOs regarding resolutions supporting decreased tobacco advertising**
- 3. Working with community events regarding tobacco sponsorship**
- 4. Increasing the number of multi-unit dwellings adopting SF policies**
- 5. Working with local government and organizations regarding SF outdoor areas**

[School Policy contractors only]

As you review your work plan goals and objectives, what are some skills and knowledge that you feel you need in order to move forward in the following areas:

- 1. Assisting schools with implementing and enforcing policies**
- 2. Expanding to new schools**
- 3. Maintaining schools as you add new schools**

[Youth Partners contractors only]

As you review your work plan goals and objectives, what are some skills and knowledge that you feel you need in order to move forward in the following areas:

- 1. Working with tobacco retailers to rearrange, reduce or eliminate tobacco advertising**
- 2. Working with municipalities and/or CBOs regarding resolutions supporting decreased tobacco advertising**
- 3. Working with community events regarding tobacco sponsorship**
- 4. Working with schools and/or parent groups to expand the Tobacco Advertisement Free Magazine Arrangement**
- 5. Working with municipalities and/or parent groups to adopt SF Movies resolutions**
- 6. Recruiting and working with youth to achieve your goals and objectives**

[For all contractors]

Lastly,

- 1. Are there any other training issues or topics that would improve your effectiveness in achieving your work plan goals & objectives?**
- 2. If we could custom design a training just for you, what would it include?**