

NEW YORK STATE DEPARTMENT OF HEALTH

A Request for Proposal for

Division of Epidemiology

RFP No. 0909230139

Communicable Disease and Infection Control Surveillance and Investigation

Schedule of Key Events

RFP Release Date	April 7, 2010
Written Questions Due	April 22, 2010
Letter of Interest Due (optional)	April 22, 2010
Registration for Bidders Conference Required by	Not Applicable
Bidders Conference	Not Applicable
Response to Written Questions and Questions Received at Bidders Conference	May 6, 2010
Proposal Due Date	May 21, 2010
Anticipated Notification of Award	July 19, 2010

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

DESIGNATED CONTACTS:

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

Bonnie DeGennaro
New York State Department of Health
Room 1344, Corning Tower
Empire State Plaza
Albany, NY 12237
Fax: 518-474-3057
E-mail: bjd05@health.state.ny.us

Permissible Subject Matter Contacts:

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

RFP Release Date: Cindi Dubner

Submission of written proposals or bids: Cindi Dubner

Submission of Written Questions: Cindi Dubner

Participation in the Pre-Bid Conference: N/A

Debriefings: Cindi Dubner

Negotiation of Contract Terms after Award: Cindi Dubner

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

Table of Contents

A.	INTRODUCTION.....	5
B.	BACKGROUND	5
C.	GOALS AND OBJECTIVES.....	6
D.	DETAILED SPECIFICATIONS.....	6
E.	CONTRACTOR ELIGIBILITY	9
F.	PROPOSAL REQUIREMENTS.....	10
	1. Technical Proposal	
	2. Cost Proposal	
G.	METHOD OF AWARD/EVALUATION.....	15
H.	ADMINISTRATIVE ISSUES.....	19
I.	APPENDICES	26
	A-Standard Clauses	
	B-Request for Proposal	
	C-Proposal	
	D-General Specifications	
	E-Proof of Workers Compensation/Disability Coverage	
	G-Notices	
	H-Health Insurance Portability and Accountability Act	
	X-Modification Agreement Form	
J.	ATTACHMENTS	27
	1. Letter of Interest	
	2. Bid Form	
	3. No Bid Form	
	4. Bidders Assurances	
	5. Technical Proposal Forms:	
	-TP-1 (Required Information for each Region)	
	-Checklist for Bidders (Optional)	
	6. Cost Proposal Form CP-1	
	7. Vendor Responsibility Questionnaires (For-profit and Not-for-profit)	
	8. Vendor Responsibility Attestation	
	9. State Consultant Services Form A	
	10. State Consultant Services Form B	
	11. N.Y.S. Taxation and Finance Form ST-220-TD	
	12. N.Y.S. Taxation and Finance Form ST-220-CA	
	13. Standard Form of NYS Miscellaneous Services	
	14. Appendix A – Standard Clauses for All New York State Contracts	

15. Appendix D – General Specifications
16. Appendix F – Payment Schedule
17. Appendix G: Notices
18. Appendix H – Health Insurance Portability and Accountability Act
19. M/WBE Procurement Forms
20. NYS Public Health Law and NYS Rules and Regulation References
21. NYS Communicable Disease Reporting Requirements
22. Healthcare and Community Setting Review Specifications
23. NYSDOH Regional Map
24. Transmittal Letter

A. INTRODUCTION

Under Public Health Law Section 206 (1) (d), the Commissioner of Health is required to investigate causes of disease, epidemics, and sources of mortality. The reporting of all suspected or confirmed communicable disease cases, outbreaks or unusual diseases to the New York State Department of Health (NYSDOH) is mandated under Public Health Law (PHL) §§ 2103-2104 and 10 NYCRR § 2.1 and §2.2. The NYSDOH's Division of Epidemiology (DOE) is responsible for the surveillance, investigation, prevention and control of most communicable diseases on the reportable communicable disease list (10NYCRR § 2.10). In addition to the legislative mandates noted above, the New York State Code of Rules and Regulations (NYCRR), 10NYCRR § 405.11, § 415.19, and § 702.4, further specifies that hospitals and nursing homes are to report facility-acquired communicable disease, outbreaks or increased incidence of disease directly to the NYSDOH.

In addition to the list of reportable communicable diseases, the DOE is also required to investigate any unusual disease (defined as newly apparent or emerging disease) that could possibly be caused by a transmissible infectious agent or microbial toxin. For example, 2009 H1N1 Influenza, a new flu virus, was first detected in April 2009. Within 3 months, New York State (NYS) had a total of 2,253 laboratory confirmed cases of H1N1 influenza.

This Request for Proposal (RFP) seeks two qualified contractors who, under the direction of the NYSDOH-DOE, will assist in conducting enhanced communicable disease surveillance and disease investigations (infection control reviews) in the healthcare and community settings in order to meet mandated responsibilities. Contracts will be awarded for a maximum of five years with an anticipated contract period from August 1, 2010 – July 31, 2015, subject to the NYSDOH's need for services, the availability of funds, approval by the Office of the State Comptroller, and acceptable performance by the Contractor.

The NYSDOH reserves the right to make a single award pursuant to this RFP if only one acceptable proposal is received.

B. BACKGROUND

The priority of the DOE is to reduce the incidence of communicable disease through rapid detection, investigation and containment of community and healthcare associated communicable disease and disease outbreaks using scientifically sound epidemiological principles and interventions. The identification of and response to disease outbreaks requires the detection of unusual events, investigation and assuring containment of possible threats, assuring appropriate medical care follow-up, appropriate laboratory testing, and rapid coordination and communication. In addition to these responsibilities, NYSDOH also provides consultation on communicable diseases to local health departments (LHDs), hospitals, long-term care facilities, physicians, schools, state agencies, and the public, as well as communicable disease education and training to LHDs and other health care staff.

To carry out these activities, the NYSDOH must have the capacity to identify the occurrence of disease outbreaks or clusters of infectious diseases, as well as ensure comprehensive and timely investigations, and implement appropriate infection control interventions and control measures.

C. GOALS AND OBJECTIVES

The goals and objectives of the NYSDOH Regional Epidemiology Program are to reduce the incidence of communicable disease through rapid detection, investigation and containment of infectious disease in both the community and healthcare setting using scientifically sound epidemiological principles and control measures/interventions. To this end, the NYSDOH is interested in procuring a total of four qualified nursing or epidemiological staff, who under the direction of the NYSDOH, will assist with conducting enhanced disease surveillance and investigations (infection control reviews) in both healthcare and community settings.

D. DETAILED SPECIFICATIONS

1. In order to assure best offer and sufficient capacity in the future, the NYSDOH seeks to award contracts through this RFP process to two (2) qualified organizations to obtain services for four qualified staff (**two per contract**) to assist the NYSDOH in conducting reviews of reports of communicable disease in healthcare and community settings. Bidders should base proposals on an hourly rate for 4,200 contracted staff hours per year (for up to five years) and **two (2)** qualified staff being made available in one of the following locations:
 - a. New Rochelle Area Office
145 Huguenot Street, New Rochelle, NY
 - b. New York City Area Office
90 Church Street
New York, NY
 - c. Long Island Area Office
Courthouse Corporate Center
320 Carleton Ave. Suite 5000
Central Islip, NY

The NYSDOH will select the highest scoring proposals and reserves the right to make the final determination of which location staff is assigned.

Communicable Disease Review Activities (see Attachment 22 for additional detail) will be conducted **under the direction of the NYSDOH supervisory staff**. These review activities include but are not limited to:

- Communicable Disease Surveillance and Investigation;
- Development of recommendations or course of action which can only be implemented upon the approval and direction of NYSDOH supervisory staff;
- Provision of technical consultation and assistance under the direction of NYSDOH;
- Monitoring the implementation of recommendations;
- Evaluation of effectiveness of recommendations;
- Analysis of data and writing reports;
- Development of guidelines, educational tools, evaluation tools, etc. under the direction of the NYSDOH; and
- Provision of training and education using various modalities (presentations, webinars, lectures, etc.) and in various settings.

2. Qualifications for contract staff must include at a minimum, current NYS licensed registered nurses with infection control or communicable disease experience, or a masters degree in public health (MPH) with one year of epidemiology or other relevant public health experience, or a bachelors degree with two years of relevant public health experience. Certification in Infection Control (CIC) is a preferred qualification. Note, contractors will be paid according to the hourly rate listed in the Cost Proposal Form CP-1 (Attachment 6) regardless of the expertise of staff required to perform investigations.
3. The Contractor, will ensure staff are appropriately licensed and credentialed and possess the requisite experience and skills to effectively work as part of a team or independently. Bidders should identify individuals who will be responsible for certain supervisory functions. Bidders should also provide a plan for periodic evaluation of staff which includes performance standards, measures and interventions for monitoring staff. Staff should have experience and working knowledge of infection control prevention and control procedures.
4. Contractor staff will support NYSDOH in investigating reports of communicable disease for the Metropolitan Area Regional Office (MARO). Specifically, staff will be responsible for conducting the assigned investigation by the supervising Regional Epidemiologist. Contractor staff will be physically located at one or more of the following NYSDOH-MARO locations:
 - a. New Rochelle Area Office
145 Huguenot Street, New Rochelle, NY
 - b. New York City Area Office
90 Church Street
New York, NY
 - c. Long Island Area Office
Courthouse Corporate Center
320 Carleton Ave. Suite 5000
Central Islip, NY
5. The average number of hours per investigation is estimated to be 30 hours. It is projected that there will be 250 in-house investigations and 30 on-site visit investigations per year per contract. The total number of contracted staff hours required will not exceed 4,200 hours per Contractor per year for up to five years.

These workload projections are based upon information available at the time of the RFP issuance and may change based upon review findings, changes in priorities, changes in the health care system, etc. The workload estimates are being provided to assist the Bidder in the development of its Technical and Cost Proposals.

6. The NYSDOH Supervising Epidemiologist will assign disease investigations in either healthcare settings such as nursing homes, hospitals, and diagnostic or treatment centers, or in community settings which may include facilities such as assisted living or adult homes, shelters, schools, day care centers, etc.

7. Contractor staff performing activities resulting from this RFP will be required to undergo orientation, confidentiality, and on-the-job surveillance and investigation training given by NYSDOH staff. Training will be held by NYSDOH staff at the MARO locations where staff will be assigned (NYC, New Rochelle or Long Island).
8. Contractor staff will be required to attend staff meetings and conference calls at weekly or other intervals as scheduled by the NYSDOH. The NYSDOH will determine the frequency and location of these meetings and will designate which Contractor staff must attend which meetings.
9. Contractor staff will electronically submit monthly reports to the NYSDOH supervisor that list the number of activities performed each month. A spreadsheet reporting format will be made available for this purpose by the NYSDOH supervisor. Reports will be arranged by location, month and staff person name listed. Each report will include, but will not be limited to:
 - Investigations assigned and completed;
 - Recommendations developed and or implemented under direction of NYSDOH staff;
 - Calls to facilities (include names), LHDs, general public, lab, etc.;
 - Site visits to hospitals, nursing homes, LHDs, other healthcare providers or community sites, etc.

Timecards must be submitted to the NYSDOH supervisor for verification and signature prior to submission for payment, and be included with the monthly report. See Attachment 16, Appendix F-Payment Schedule for the complete reporting process and vouchering schedule.

10. NYSDOH will provide direction and supervision over contractor activities, including any decision making or recommendations to be provided as a result of review activities. There may be activities, however, that will require the contractor to provide supervision of contractor staff. The costs of supervision must be included as administrative costs and may not be separately billed to the NYSDOH. The Bidder must list in the staffing summary documents portion of the Technical Proposal the titles, nature, FTE's and staff qualifications of those who will be performing supervisory activities under any contract awarded pursuant to this RFP.
11. The start-up plan shall include all activities the Bidder will undertake to implement placement of staff within 90 days of the award. This will include recruitment and hiring staff. The Bidder may not charge additional costs in connection with startup activities.
12. In order to facilitate the provision of the services purchased under this RFP, the NYSDOH will provide the following at no charge to the successful Contractor:
 - Office space for Contractor staff at the NYSDOH's appropriate Regional Offices;
 - Office furniture and supplies;

- Communications equipment and services including telephones, fax machines, personal computers and computer support services as required.
13. The Contractor must include in its bid the cost of travel, including routine commutation if the Bidder reimburses staff for such expenses, onsite visits required by the NYSDOH, or other travel required by the terms of any contract awarded pursuant to this RFP.

Staff travel will be restricted to within New York State and primarily in the MARO region to counties listed in Attachment 22. Staff will be required to use personal vehicles or public transportation for local travel to conduct on-site investigations in community or healthcare settings.

The Contractor should account for the costs of travel and mileage based on the allowable costs of reimbursement per the NYS Office of the State Comptroller. The current available rates may be found by accessing the following web site: <http://osc.state.ny.us/agencies/travel/travel.htm>. Per diem rates and mileage allowances are established by the federal government and must be in accordance with Office of the State Comptroller rates.

E. CONTRACTOR ELIGIBILITY

BIDDERS MAY NOT PLACE ANY CONDITIONS, RESERVATIONS, LIMITATIONS, OR SUBSTITUTIONS IN THEIR PROPOSAL WITH REGARD TO NEWYORK STATE CONTRACT LANGUAGE.

Eligible Bidders must have a minimum of three (3) years of verifiable experience and knowledge in surveillance and communicable, epidemiological, and/or infectious disease reviews or investigations in healthcare and community settings, or documented similar or related experience to conduct such reviews, and be licensed to do business in NYS. Eligible Bidders must be able to demonstrate an understanding of NYS Communicable Disease laws, rules, and regulations (see Attachment 20).

NYSDOH will award two contracts through the RFP process to organizations with qualified staff who are able to perform communicable disease outbreak investigations in healthcare and community settings which include, but are not limited to:

- Investigate reports of communicable diseases and filing required reports in healthcare settings such as nursing homes, hospitals, and diagnostic and treatment centers, and conduct communicable disease investigations (outbreaks or individual case reports of public health importance) in community settings which may include facilities such as assisted living or adult homes, shelters, schools, day care centers, etc.;
- Ensure surveillance and disease reporting activities are consistent and comply with state rules, protocols, and regulations;
- Provide NYSDOH regional offices and LHDs with technical assistance in the investigations and containment of communicable diseases;
- Analyze disease trends through the monitoring and evaluation of data; and
- Develop action plans to address and contain disease outbreaks including developing and testing hypotheses as to the cause, analyzing data obtained through the investigation, and

drawing appropriate conclusions that will lead to breaking the chain of disease transmission.

The NYSDOH will accept proposals from health care review organizations and health care organizations with the potential to initiate the activities described in this RFP, business groups and councils interested in conducting the functions described in this RFP and other existing or potential proprietary or private review organizations. In order to qualify, an organization must be composed of, or have available to it, the services of licensed health care professionals and other professionals with the experience and training necessary to conduct the required review activities.

A Contractor ***must not be*** a health care facility provider, an association of health care facilities, a health care facility affiliate, or any of the following entities ((including but not limited to corporations, limited liability companies, individuals, partnerships and sole proprietors) in NYS:

- 1) persons and/or entities that operate a hospital or other healthcare facility to provide hospital services or health related services, operate a hospice or health maintenance organization, or to provide a comprehensive health services plan as provided for by articles 28, 36, 40, and 44 respectively, of the Public Health Law of the State of New York, as amended, or to solicit any funds, contributions, or grants from any source, for the establishment or operation of any hospital; and
- 2) persons and/or entities that operate an adult home, enriched housing program, or residence for adults, as provided for by Article 7 of the Social Services Law of the State of New York, as amended, or otherwise raise or obtain any funds, contributions or grants from any source for any such purpose.

The potential Contractor must provide assurances that it has no conflict of interest with respect to conducting the duties and responsibilities outlined in this RFP (see Attachment 4).

F. PROPOSAL REQUIREMENTS

GENERAL SUBMISSION REQUIREMENTS

A Technical and Cost Proposal must be submitted in response to this RFP. The requirements established by this RFP for proposal content and format will be used to evaluate proposals. The Technical Proposal should not exceed 25 single-spaced typed pages (not including the transmittal letter and attachments), using a 12 pt. font. The Bidders's compliance to the format prescribed herein, as well as the Bidders's response to each specific requirement and question stated in the RFP, will all be considered during the evaluation process. Proposals should provide a concise but complete description of the Bidders's ability to meet the requirements of the RFP.

The NYSDOH reserves the right to change requirements at any time during the process, provided the changes are justified and that modifications would not materially benefit or disadvantage a Bidder. Any modifications and/or amendments to the RFP will be made prior to receipt of proposals and all potential Bidders made aware of the changes. Additionally, the modifications and amendments will be posted on the NYSDOH website. Submission of a Proposal indicates acceptance of all conditions contained in this RFP.

Responses to all Proposal requirements must be addressed in the Technical Proposal. The Technical Proposal should consist of a narrative description (not to exceed 25 pages) of how the Bidder will manage all aspects described in Section D – Detailed Specifications. Bidders may provide additional information or recommendations relevant for consideration in the State’s determination of award of the contract(s). Technical Proposals must be organized with the following sections:

1. Technical Proposal

The Technical proposal should include the following:

Section a: Transmittal Letter

Section b: Executive Summary

Section c: Contractor Eligibility

Section d: Organization, Experience and Staff Qualifications

Section e: Understanding the Proposal Requirements, Goals and Objectives

Section f: Evidence of Financial Capacity

a. Transmittal Letter

The Bidder’s Technical Proposal must contain a transmittal letter signed in ink by an official authorized to bind the Bidder to the provisions contained therein. The letter template is included as Attachment 24 of this RFP. Failure to include this signed letter with the Bid will result in disqualification.

b. Executive Summary

An Executive Summary should be included and provide an overview of the Bidder’s Technical Proposal and summarize the Bidder’s understanding of the performance requirements and the goals and objectives as outlined in the RFP. Five (5) points will be deducted from the Technical Proposal if an Executive Summary is not included.

Bidders should address the general scope of services and the manner in which they will be provided. It must not include any information concerning the cost of the proposal. The Executive Summary should include a clear and concise summary of the proposed staffing and overall organizations experience, and describe the capabilities and planned roles of any proposed subcontractor(s). The Executive Summary should not exceed three (3) typewritten pages, single spaced, font size no smaller than 12 points.

c. Contractor Eligibility

Eligible Bidders must submit evidence of qualifying experience as defined in section E, pg 9. Bidders must also provide a list of two current or former clients (in the three year period ending December 31, 2009), who can be contacted for references regarding the Bidder’s provision of services similar to those required in this RFP. The list should include the name, address, telephone number and e-mail address for a person in the agency with sufficient authority to provide information and references to the NYSDOH. References will be asked to comment on

the Bidder's experience, capabilities and effectiveness in performing the work for the organization including start and end dates.

d. Organization, Experience and Staff Qualifications

The Bidder must describe in detail their organizational structure including an organizational chart and the background and experience of its officers and executive staff, as well as key staff assigned to the bid of this RFP. The Proposal should describe and demonstrate the Bidder's experience in conducting the activities described in the RFP, and other relevant activities. Moreover, the Bidder should demonstrate that personnel have the required experience and expertise in the activities which they will be performing. All evidence used in the Proposal regarding the Bidder's experience must be documented and justified. Evidence based on current or past performance must be substantiated. Proven success in conducting activities relevant to the requirements set forth in Part D, Detailed Specifications, should be discussed.

The Bidder's experience shall be evaluated based on how relevant this experience is to the Scope of Work to be performed under any contract awarded pursuant to this RFP. The Bidder is required to provide a list of current contracts for similar work and all such contracts that expired during the two year period ending at the date of the release of this RFP. Resumes of key project staff must be included. Bidders may also include any additional documentation related to staff qualifications which will assist the NYSDOH in assessing the Bidder's capability of performing the requirements of the proposal being reviewed.

In preparing this section, the discussion and documentation of the Bidder's skills and experience as described above must explicitly address experience with appropriate provider types and activities required. Bidders must discuss and document its skills and experience with conducting disease surveillance and investigation in healthcare or community settings or relevant/similar experience.

The Bidder must also identify all subcontractors to be used in fulfilling the requirements of this project and the relevant experience of each. The role of subcontractor (s) must be clearly defined and relevant experience must be described. The Bidders must submit a letter from each planned major subcontractor, stating their commitment to participate in the project described in the RFP and their understanding of what their responsibilities will be in relation to this project. Ambiguity or vagueness will not be interpreted in the Bidder's favor, and may result in a lower score for the Proposal.

e. Understanding the Proposal Requirements, Goals and Objectives

The Proposal must reflect the Bidder's understanding and knowledge of the scope and purpose of the NYSDOH's Communicable Disease Reporting Requirements (see Attachment 21) and of the need for the various tasks required including understanding the environment in which the surveillance and investigations are carried out, and an understanding of HIPAA requirements.

The Bidder is required to set forth a detailed work plan which describes how it proposes to ensure qualified personnel are hired, on staff, or available under contract, to implement the activities as described in the description of work. This section should include, at a minimum:

- An understanding of NYS Communicable Disease laws, rules, and regulations.

- Start up activities. If no start-up activities are anticipated, the Bidder must so state in this section;
- Description of how the Contractor will assure the availability of staff to perform activities in diverse parts of the State;
- Description of the organization's internal control program including oversight and monitoring of any sub-contractors, if applicable.

The Bidder must use Attachment 5, Form TP-1, to provide the following information:

- i) Interpreting and applying statutes, rules, regulations, and policies/procedures appropriate to this RFP in NYS or elsewhere;
- ii) Performing communicable disease reviews and investigation activities as appropriate to this RFP in NYS and/or elsewhere;
- iii) In the absence of direct NYS experience in any of the activities, demonstrate success in providing similar services in Government programs with survey and investigation responsibilities for each activity for which the Bidder lacks NYS experience;
- iv) Ability to recruit and hire professional health care staff with the qualifications required by this RFP; and
- v) Ability to implement a plan to successfully maintain qualified staff and replace Contractor staff within 45 days of termination date.

f. Evidence of Financial Capacity/Stability

Bidders must be able to provide evidence of their financial ability to perform the terms and conditions of the contract. Each Bidder must include independently audited financial statements (not annual reports) for the last three years of operations. If a Bidder is not required to have audits performed, a statement to the effect must be included with the cost proposal. If a Bidder is not required to have independent audits performed, other evidence of financial ability to perform this project must be included. In that case, Dunn and Bradstreet Business Information Reports, or its equivalent, for the last three years should be submitted. If audited financial statements are prepared, they must be included, even if proprietary in nature. If they are proprietary, please so indicate in your bid. In addition, information as described above must be submitted for major subcontractors. If the Bidders proposes to subcontract any portion of the work required under the contract and the subcontractor will be paid more than 25% of the bid price, the Bidders must include the same financial information for each proposed subcontractor as is required in this section for the Bidders. Include the percentage of the total contract which will be performed by each proposed subcontractor.

2. Cost Proposal

Cost Proposals shall be based on providing **two (2)** qualified staff per contract for a total of 4,200 hours per year. Proposals should be submitted in the following format:

Section a: Bid Form (Attachment 2) Reflecting the “Total Cost” for the entire five years of the project.

Section b: Cost Proposal Form CP-1 (Attachment 6). This form should list an hourly rate for each year of the project period.

a. Bid Form

The Bid Form is provided as Attachment 2 to this RFP. This form must be submitted as part of the Cost Proposal.

b. Cost Proposal Form

The NYSDOH seeks to award contracts for qualified staff to conduct community and/or healthcare-associated investigations on an hourly basis. Bidder's must use the Cost Proposal Worksheet, Form CP-1 (Attachment 6) to provide this information.

Based upon the projected workload outlined in Part D: Detailed Specifications, the Bidder must provide a fixed hourly rate for each year of the five year period of this RFP, and supply any narrative explanation considered necessary and appropriate to assist the NYSDOH in its understanding and evaluation of the financial data provided.

The Bidder must submit the Cost Proposal separately from the Technical Proposal. The Cost Proposal must be provided in a separately sealed envelope labeled "Cost Proposal." *All financial information is to be included in the Cost Proposal, except audited financial statements.* The Cost Proposal must be fully supported by cost data adequate to justify the proposed bid. Price will be a significant consideration in the selection of qualifying Proposals for each region of the RFP, but the award will not necessarily be made to the Bidder with the lowest price.

The Cost Proposal must be signed by an individual authorized to bind the Offeror to its provisions. Proposals will be reviewed for the mathematical accuracy of the submitted Cost Proposal forms. The NYSDOH reserves the right to reject any Proposal with discrepancies in the Cost Proposal.

i. Form CP-1 (Attachment 6) is to be used to prepare the detailed Cost Proposal. The following assumptions must be used by the Offeror in completing this Form:

- Hourly rates must be inclusive of all costs including salaries, fringe benefits, administrative costs, overhead and travel. Note: travel reimbursement rates should not exceed the rates established by the NYS Comptroller for state employees. For more information on the current travel reimbursement rates, visit <http://osc.state.ny.us/agencies/travel/reimbrate.htm>.
- The estimated number of hours to be required by the NYSDOH for each contract year is 4,200 hours. This estimate is provided to potential Bidders solely for the purpose of constructing the Cost Proposal. It is not a guarantee of the number of hours that can be billed by the successful Bidder should a contract award be made as a result of this RFP. The actual number of hours paid under the contract may vary from this estimate.
- The Detailed Specifications described in Section D should be considered when developing the Cost Proposal.

All contracts awarded under this RFP may be canceled at any time by the NYSDOH giving to the Contractor not less than thirty (30) days written notice that on or after a date specified in the notice, the contract shall be deemed terminated and canceled.

G. METHOD OF AWARD/EVALUATION PROCESS

This section of the RFP sets forth the criteria to be used by the NYSDOH for evaluation of the Technical and Cost Proposals submitted in response to this RFP. The NYSDOH will establish separate technical and cost evaluation teams and conduct a comprehensive and impartial evaluation of all proposals submitted.

During the evaluation process, the NYSDOH may require clarifying information from a Bidder for the purpose of assuring the NYSDOH's full understanding of the Bidder's responsiveness to the RFP requirements. This clarifying information must be submitted in writing in accordance with formats set forth in this RFP and, if received by the due date set forth in the NYSDOH's request for clarification, will be included as a formal part of the Bidder's proposal.

At the discretion of the NYSDOH, all bids may be rejected. The technical and cost proposals will be evaluated separately. The results of the technical and cost evaluations will be weighted and combined for purposes of awarding contracts.

Evaluation of the bids will include, but not be limited to the following considerations:

- meeting the RFP requirements;
- an assessment of the Bidder's experience and qualifications;
- the technical merit and clarity of the proposal; and
- the total project cost.

All bids must contain a Technical and Cost Proposal. The Technical Proposal represents 70 percent of total score and the Cost Proposal 30 percent of the total score, for a possible total of 100.

In the event of a tie, the determining factor(s) for award, in descending order of importance, will be:

- Lowest cost
- Minority/Women-owned Business Enterprise (MWBE) utilization
- Past experience
- References

1. Preliminary Review (Pass/Fail Criteria)

The Bidder is responsible to meet and pass the following provisions:

- a) Submit the bid by the time and date required by the RFP;
- b) Submit separate Cost and Technical Proposals;
- c) Include the Transmittal Letter signed and dated by an authorized representative; and
- d) Meet the following eligibility requirements:
 - i. Minimum of 3 years experience and knowledge in surveillance and communicable, epidemiological and /or infectious disease reviews and/or investigations in

- healthcare and community settings, OR has documented similar or related experience in conducting such reviews; AND
- ii. Is licensed to do business in New York State.
 - iii. Is not a licensed entity under the Public Health Law.

If the Bidder fails any of these provisions, the bid is considered incomplete and will not be scored.

2. Proposal Formatting Requirements

Formatting and submission requirements for bids are as follows:

- Submit two (2) original and five (5) printed or typed copies of the Technical Proposal and Cost Proposal. One copy should be unbound to allow for ease of copying;
 - Prepare Proposals on letter size (8.5 x 11) paper, single sided, single spaced, 12 point font;
 - Organize the Proposal with tab dividers identifying each section and clearly number pages of the Proposal, with each section separately numbered and identified in the Table of Contents;
 - Submit Proposals clearly marked on the outside cover (envelope) with the name of the Bidder, the title and number of the procurement as stated on page one of this RFP.
- Note: The Technical and Cost Proposals should be packaged and labeled separately, but submitted as one complete package for continuity.

3. Understanding of Key Elements of RFP Goals/Objectives

Bidders will be evaluated on how well they demonstrate the scope of knowledge and ability to translate the goals and requirements contained in the RFP into an effective and efficient infection prevention and control effort pursuant to federal/State statutes, regulations, policies and practices. The Bidder's understanding of the nature, scope and purpose of the activities will also be evaluated.

4. Technical Approach

The Bidder's overall five year work plan will be evaluated on the quality of task definition including a statement of expected problems and proposed solutions with respect to conducting all required review activities set forth in the RFP, meeting the data security requirements to perform activities outlined in the Review Specifications (Attachment 22), and the overall project management plan.

The Technical Proposal must include Form TP-1 (Attachment 5) to document the Bidder's experience conducting relevant activities. The Technical Proposal must also include proof of incorporation and financial viability. This information should include a minimum of three (3) years of audited financial statements or other appropriate documentation including credit report, Dunn & Bradstreet Reports, etc.

5. Personnel

The credentials and expertise of the personnel involved (including sub-Contractors and consultants, if applicable) in the project will be carefully evaluated. The Bidder's Proposal

will be judged on the skills, type, and length of experience of the individuals proposed as well as the extent to which the appropriate disciplines are adequately represented. Evidence of staff experience may include résumés, publications and work references, etc.

6. Organization, Experience, and Capability

Evidence of the organization's experience and ability to implement the surveillance and investigation activities within the specified time frame will be reviewed and evaluated. The Bidder will also be judged on the extent to which their Proposal reflects experience in the subject area and can reasonably be expected to successfully complete the tasks required by the Proposal.

Bidders must provide the names, addresses, telephone numbers and contact persons for contracts within the past two years which the Bidder feels are relevant to the activity of this RFP bid. These references will be contacted by the NYSDOH as a means of confirming representation made in the Proposal. The references listed should be recent (i.e. someone the Bidder has engaged in business with within the most recent two-year period). This information will be used by the NYSDOH as part of an overall evaluation of the Bidder's capabilities and experience.

7. Cost Proposal

Proposals must account for the provision of **two (2)** qualified staff in one of the locations listed in section D-1 (a-c) on pg. 6. The NYSDOH will use the bids submitted to compile a comprehensive Cost Proposal which will be used as a foundation for evaluating competing Proposals. The Cost Proposal of each Bidder will be evaluated separately from the Technical Proposal. Price will be a major consideration in the selection of a Contractor from qualifying Proposals, but the award will not necessarily be made to the Bidder with the lowest bid. The Cost Proposal should include the cost for the full five year period, with an hourly rate for each one year period. Form CP-1 must be completed and signed by the Bidder.

The Cost Proposal must contain the following completed forms:

- Bid Form (Attachment 2)
- CP-1 (Attachment 6)

8. Vendor Selection

At the discretion of the NYSDOH, all bids may be rejected. The evaluation of bids will include, but not be limited to the following selection process:

a. Elimination of Bids Without Review:

The NYSDOH will screen all bids submitted by the due date/time and eliminate from further consideration those that do not:

- Submit the bid by the time and date required by the RFP;
- Submit two separate proposals (each in a sealed envelope) for each bid: a Technical and a Cost Proposal;
- Include a Transmittal Letter signed and dated by an authorized agent; and
- Meet eligibility requirements described in Section G-1d.

b. Scoring Criteria

- Technical Proposal (70 percent of total score)
- Cost Proposal (30 percent of total score)

c. Technical Review

Proposals will be reviewed and scored by NYSDOH staff. The technical review team will be comprised of three (3) staff. Reviewers will individually review and score Proposals and, only in those instances where there is a major difference in scores, will the reviewers meet, discuss and revise scores if deemed appropriate. For each Proposal, the adjusted scores on each of the Technical Proposals will be averaged across reviewers, and the average scores will be summed for each Proposal. Technical Proposals that score fewer than 50 of the 70 points are ***not eligible*** for a contract award, and will be eliminated without further review. Only proposals that score 50 points or above will be considered for an award. The final determination will be based on the highest scoring Bidders in each region meeting the terms of vendor responsibility requirements described in section H-8.

The total technical score will be weighted according to the following formula:

Technical Formula = (x/y) z

x = raw score of Proposal being scored

y = raw score highest scored Proposal

z = total technical points available

Where x = the score of the Proposal and y = the score of the highest scored proposal, and z = the total number of technical points available, which is 70.

For example, if the technical score for a proposal is 65, and the highest technical score received for all proposals is 68, then $(65/68) (70) = 67$.

d. Bid Price Score

The financial criterion is computed with a formula. The cost used will be the bid price on the Bid Form. The following formula will be used:

Financial Formula = (a/b) c

a = total cost of lowest Proposal

b = total cost of Proposal being scored

c = total financial points available

Where a = the proposal with the lowest bid price and b = the bid price of the Proposal being scored, and c = the total points available for this criterion.

For example, if the lowest price bid on a Proposal is \$200,000, and the price of the Proposal being scored is \$230,000, and there are 30 points available for this criterion, then $(\$200,000/\$230,000) (30) = 26$

e. Summary of Timeframes

Written Questions Due	April 22, 2010
Questions & Answers available on DOH Web	May 6, 2010
Letter of Interest Due	April 22, 2010
Bid Proposal Deadline	May 21, 2010
Anticipated Award Notification	July 19, 2010
Anticipated Contract Start Date	August 1, 2010

f. Final Selection and Notification of Awards

At the conclusion of the evaluation of the Technical and Cost Proposals, the NYSDOH will identify the two Bidders that best meet the NYSDOH's needs as reflected in the scoring/evaluation. After evaluation and selection of the vendor, all Bidders will be notified in writing of the selection or non-selection of their proposals.

H. ADMINISTRATIVE ISSUES

1. Issuing Agency

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

2. Inquiries

Any questions concerning this solicitation must be directed to:

Cindi Dubner
New York State Department of Health
Room 2580, Corning Tower
Empire State Plaza
Albany, NY 12237
Fax: 518-473-4090
E-mail: clk01@health.state.ny.us

Questions and answers, as well as any RFP updates and/or modifications, will be posted on the NYSDOH's website at <http://www.nyhealth.gov/funding/> by the date listed in the Schedule of Events at the beginning of this RFP. Bidders wishing to receive a paper copy of these documents must send a request, in writing, to the NYSDOH at the address above.

Prospective Bidders should note that all clarifications and exceptions, including those relating to the terms and conditions of the contract, must be raised prior to the submission of a proposal. Each question raised should cite the RFP section, paragraph and page number to which it refers.

3. Submission of Proposals

Interested Bidders should submit two (2) originals and five (5) signed hard copies of their Bid Proposal(s). The copies must be received by the NYSDOH no later than 5:00 PM on **May 21**,

2010. The Technical and Cost Proposals should be packaged in separate sealed envelopes and mailed as one package. Electronic, faxed and hand-written copies will not be accepted. Responses to this solicitation should be clearly marked “Communicable Disease and Infection Control Surveillance and Investigation Request for Proposal Submission” and directed to:

New York State Department of Health
Bureau of Healthcare-Associated Infections c/o Cindi Dubner
GNARESP Corning Tower Building, Room 2580
Empire State Plaza
Albany, New York 12237-0608

It is the Bidder’s responsibility to see that bids are delivered to Room 2580 prior to the date and time of the bid due date. Late bids due to delay by the carrier or not received in the NYSDOH mail room in time for transmission to room 2580 will not be considered. Bids will not be accepted by facsimile or electronic mail.

4. The NYSDOH Reserves the Right To

- a. Reject any or all proposals received in response to the RFP;
- b. Withdraw the RFP at any time, at the agency’s sole discretion;
- c. Make an award under the RFP in whole or in part;
- d. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;
- e. Seek clarifications and revisions of proposals;
- f. Use proposal information obtained through site visits, management interviews and the state’s investigation of a bidder’s qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency’s request for clarifying information in the course of evaluation and/or selection under the RFP;
- g. Prior to the **bid opening**, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
- h. Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments;
- i. Change any of the scheduled dates;
- j. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
- k. Waive any requirements that are not material;
- l. Negotiate with the successful bidder within the scope of the RFP in the best interests of the state;
- m. Conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder;
- n. Utilize any and all ideas submitted in the proposals received;
- o. Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 60 days from the bid opening; and,
- p. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an Offerer’s proposal and/or to determine an Offerer’s compliance with the requirements of the solicitation.

5. Payment

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

New York State Department of Health
Regional Epidemiology Program
145 Huguenot St
New Rochelle, NY 10801
c/o Barbara Bright-Motelson

Payment of such invoices by the NYSDOH shall be made in accordance with Article XI-A of the New York State Finance Law.

Payment terms will be:

The vendor will submit monthly invoices according to Appendix F (Payment Schedule) of the contract. Monthly reports are due 30 days after the end of each month, and must be accompanied by a New York State Standard Voucher (form AC-92) to ensure payment. Vouchers received without the required reports will be held for payment until the report is received, and reviewed for accuracy and completeness. Reporting requirements are detailed in section D-9 of this RFP.

In addition, the contractor will be reimbursed on an hourly rate for the number of hours worked on conducting investigations, not to exceed the total number of hours outlined in the agreed upon contract. Expenses incurred, but disallowed, will be subtracted from the amount vouchered for. Modifications to the approved budget and/or proposal must be submitted in writing, and approved by the NYSDOH prior to the contractor instituting such changes.

Deliverables include:

Contract staff (investigators) will perform the required community and/or healthcare-associated investigations and electronically submit a monthly report to the NYSDOH supervisor that lists the number of times various activities are performed. Reports will be arranged by location, month and staff person's name listed. Staff will report the number of:

- investigations assigned and completed;
- calls made to facilities, LHDs, lab, and the general public (include names);
- site visits made to outbreaks, nursing facilities, and LHDs.

Note: A spread sheet reporting format will be created for this purpose by the NYSDOH Supervisor.

a. General Payment Information.

Payment for invoices and/or vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-474-4032. CONTRACTOR acknowledges that it will not receive payment on any invoices and/or vouchers submitted under this Contract if it does not comply with the State Comptroller's

electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9, must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller
Bureau of Accounting Operations
Warrant & Payment Control Unit
110 State Street, 9th Floor
Albany, NY 12236

Payment of such invoices by NYSDOH shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms will be based on the number of staff hours worked, and paid according to the accepted bid price.

b. Payment for Units of Service.

In all circumstances, the Bidder's submission must include all requirements of this RFP. In some instances the team described in the RFP will be filled in part by Contractor staff and in part by State staff.

The Contractor will bill the NYSDOH via NYS standard Voucher, Form AC-92 on a monthly basis for the number of staff hours worked. A detailed report must accompany the Voucher as described in Section D-9.

c. Penalties

The contracts awarded as a result of this RFP are subject to a variety of penalties based on performance standards as determined by the NYSDOH. The Bidder must take these penalties into account and understand that there will be no exceptions to the enforcement of these penalties if the performance standards are not met. Penalties described in this section are cumulative unless they are described below as being alternative.

d. Failure to provide, maintain or replace terminated staff.

The Contractor must have a plan in place for providing and maintaining qualified staff to perform the deliverable activities as described, and for replacing Contractor staff assigned to the contracts awarded pursuant to the RFP who resign or are terminated. These staff must be replaced within 45 days of the last day worked on the contract. Failure to implement this plan may result in termination of the contract.

e. Violations of HIPAA or Medicaid confidentiality or privacy; breach of information security (see Section 12 below); breach of any other confidentiality or privacy requirement of law or regulation.

Any violation by a Contractor of these requirements for which violation results in a fine or penalty being imposed on the State of New York, will subject the Contractor to a penalty equal to twice the amount of the fine imposed on the State. In addition, the Contractor will

hold the State harmless and reimburse the State for any damages or other costs to which the State may be subject as a result of the Contractor's violation of these requirements.

6. Terms of Contract

This agreement shall be effective upon approval of the Office of the State Comptroller. The contract period will be multi-year for five years beginning August 1, 2010 through July 31, 2015, subject to the availability of funding and the contractor's successful completion of deliverables in the prior year's contract period. Annual contract renewals are not required, however any significant changes to the budget or scope of work is subject to the prior approval of the NYSDOH and the Office of the State Comptroller.

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

7. Debriefing

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

8. Protest Procedures

In the event unsuccessful bidders wish to protest the award resulting from this RFP, bidders should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found on the OSC website at: http://www.osc.state.ny.us/agencies/gbull/g_232.htm.

9. Vendor Responsibility Questionnaire

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep system online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the NYSDOH or the Office of the State Comptroller for a copy of the paper form. Bidders must also complete and submit the Vendor Responsibility Attestation (Attachment 8).

10. State Consultant Services Reporting

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

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

Winning Bidders must also agree to complete a "State Consultant Services Form B, Contractor's Annual Employment Report" for each state fiscal year included in the resulting contract. This report must be submitted annually to the NYSDOH, the Office of the State Comptroller, and Department of Civil Service. Forms A and B are included as attachments 9 & 10 of this document).

11. Lobbying Statute

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

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

- k. establishes the Advisory Council on Procurement Lobbying.

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

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

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

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

Any web-based intranet and internet information and applications development, or programming delivered pursuant to the contract or procurement will comply with New York State Enterprise IT Policy NYS-P08-005, “Accessibility Web-based Information and Applications”, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that state agency web-based intranet and internet information and applications are accessible to persons with disabilities. Web content must conform to New York State Enterprise IT Standard NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing will be conducted by the NYSDOH, contractor or other, and the results of such testing must be satisfactory to the NYSDOH before web content will be considered a qualified deliverable under the contract or procurement.

13. Information Security Breach and Notification Act

Section 208 of the State Technology Law (STL) and Section 899-aa of the General Business Law (GBL) require that State entities and persons or businesses conducting business in New York who own or license computerized data which includes private information including an individual’s unencrypted personal information plus one or more of the following: social security number, driver’s license number or non-driver ID, account number, credit or debit card number plus security code, access code or password which permits access to an individual’s financial account, must disclose to a New York resident when their private information was, or is reasonably believed to have been, acquired by a person without valid authorization. Notification of breach of that private information to all individuals affected or potentially affected must occur in the most expedient time

possible without unreasonable delay, after measures are taken to determine the scope of the breach and to restore integrity; provided, however, that notification may be delayed if law enforcement determines that expedient notification would impede a criminal investigation. When notification is necessary, the State entity or person or business conducting business in New York must also notify the following New York State agencies: the Attorney General, the Office of Cyber Security & Critical Infrastructure Coordination (CSCIC) and the Consumer Protection Board (CPB). Information relative to the law and the notification process is available at: <http://www.cscic.state.ny.us/security/securitybreach/>

14. New York State Tax Law Section 5-a

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

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

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

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

15. Piggybacking

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

16. M/WBE Utilization Plan for Subcontracting and Purchasing

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

The goal for usage of M/WBE's is at least 10% of monies used for contract activities (Minority-owned – 5%; Women-owned – 5%). In order to assure a good-faith effort to attain this goal, the NYSDOH requires that Bidders complete the M/WBE Utilization Plan (Attachment 19) and submit this Plan with their bid documents. Bidders that are New York State certified MBE's or WBE's are not required to complete this form. Instead, such Bidders must simply provide evidence of their certified status.

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

I. APPENDICES

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

- APPENDIX A - Standard Clauses for All New York State Contracts
- APPENDIX B - Request for Proposal
- APPENDIX C - Proposal
 - The Bidder's proposal (if selected for award), including any Bid Forms and all proposal requirements.
- APPENDIX D - General Specifications
- APPENDIX E
 - Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:
 - Workers' Compensation, for which one of the following is incorporated into this contract as **Appendix E-1**:
 - **CE-200**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
 - **C-105.2** – Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
 - **SI-12** – Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** – Certificate of Participation in Workers' Compensation Group Self-Insurance.

- Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:
 - **CE-200**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
 - **DB-120.1** – Certificate of Disability Benefits Insurance
 - **DB-155** – Certificate of Disability Benefits Self-Insurance
- Appendix F – Payment Schedule
- Appendix G - Notices
- Appendix H - Health Insurance Portability and Accountability Act (HIPAA)
- Appendix X – Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

J. ATTACHMENTS

1. Letter of Interest
2. Bid Form
3. No Bid Form
4. Bidders Assurances
5. Technical Proposal Forms:
 - Form TP-1
 - Checklist for Bidders (optional)
6. Cost Proposal Form CP-1
7. Vendor Responsibility Questionnaire
8. Vendor Responsibility Attestation
9. State Consultant Services Form A
10. State Consultant Services Form B
11. N.Y.S. Taxation and Finance Contractor Certification Form ST-220-TD
12. N.Y.S. Taxation and Finance Contractor Certification Form ST-220-CA
13. Standard Form of NYS Miscellaneous Services
14. Appendix A: Standard Clauses for All New York State Contracts
15. Appendix D: General Specifications
16. Appendix F: Payment Schedule
17. Appendix G: Notices
18. Appendix H: Health Insurance Portability and Accountability Act
19. M/WBE Procurement Forms
20. NYS Public Health Law and NYS Rules and Regulations References
21. NYS Communicable Disease Reporting Requirements
22. Healthcare and Community Setting Review Specifications
23. NYSDOH Regional Map
24. Transmittal Letter

Letter of Interest to Develop a Proposal in Response to RFP

Re: FAU# 0909230139

This is to notify the New York State Department of Health of this Bidder's intention to develop a Proposal in response to this RFP. It is understood that this Letter of Interest is optional and not binding on either party but simply alerts the Department of Health of the Bidder's intentions and assures the Bidder will receive all further correspondence on this RFP.

This Notice should be returned via mail or fax to:

Mrs. Cindi Dubner
NYS Department of Health
Corning Tower Room 2580
Empire State Plaza, NY 12237
(518) 474-3343
Fax: (518) 473-4090
clk01@health.state.ny.us

1. Name of Potential Proposing Organization:

2. Organization Address:

Street: _____
City: _____ State: _____ Zip: _____
Telephone: (____) _____ FAX: (____) _____
E-mail: _____

Authorized Signature

Date

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

No

Yes

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

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility:

(Add additional pages as necessary)

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

No

Yes

2b. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding:

(Add additional pages as necessary)

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

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

With Bid

Upon Award

1. A completed N.Y.S Taxation and Finance Contractor Certification Form ST-220-CA (for procurements greater than or equal to \$100,000)

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

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

(Officer Signature)

(Date)

(Officer Title)

(Telephone)

(e-mail Address)

Bidder's Assurances

The Bidder's Assurances form **MUST** be signed in ink by an official authorized to bind the organization to the provisions of the RFP and Proposal for the Component bid. **Proposals which do not include this signed form will be considered non-responsive, resulting in rejection of the Proposal for that Component.**

- The Bidder accepts the terms and conditions of this Component as stated in the RFP.
- The bid is valid for a period of two hundred forty (240) calendar days from the date of submission of the Proposal.
- The Bidder agrees to be responsible to the Department for performance of all work specified in this Component of the RFP, including work assigned to subContractors.
- The Bidder assures that the detailed work plan and schedule of deliverables set forth by the organization as its Technical Proposal for this Component will fulfill all statewide requirements as described in the RFP and will provide for the dedicated qualified staff, space, expertise and capacity to fulfill contract deliverables for this Component.
- The Bidder assures that the organization and its employees, subContractors, consultants, volunteers, and subsidiaries, are not and will not be directly or indirectly involved with any provider or parties whose activities would represent a conflict of interest with respect to conducting the duties and responsibilities outlined in this Component of the RFP.
- The Bidder assures the organization and its employees, subContractors, consultants and volunteers will implement and maintain policies and procedures to assure the confidentiality of personally identifiable data and information or records pertaining to patient care including compliance with all pertinent Health Insurance Portability and Accountability Act (HIPAA) requirements, Article 27F of the Public Health Law, and the privacy and confidentiality requirements of the Medicaid program (Attachment P).
- The Bidder assures its ability to secure an indemnity (for at least \$5,000,000) to protect the organization and, in turn, the State against any loss of claim incurred as a result of carrying out the duties and responsibilities of this program.
- The Bidder assures that no funds were paid or will be paid, by or on behalf of the Bidder, to any person for the purpose of influencing or attempting to influence any officer or employee of the federal or state government with regard to obtaining a contract for this Component.
- The Bidder assures that it conforms to vendor responsibility requirements of State Finance Law. The Bidder has completed the Vendor Responsibility Questionnaire and Attestation (Attachment H).

Signature of Authorized Official

Date

Printed Name of Authorized Official

Form TP-1

FAU No. 0909230139

Information Required:	Enter Requested Information Below: Use as many pages as necessary or include required information on additional pages. If using additional pages, identify clearly what information is being provided in each section.
Document Bidder's experience in interpreting and applying statutes, rules, regulations, and policies and procedures appropriate to this RFP in New York State.	
Document Bidder's experience in interpreting and applying statutes, rules, regulations, and policies and procedures appropriate to this RFP in states other than New York.	
Document that the Bidder has at least three years' New York experience in conducting the activities required by describing the Bidder's experience with the activities described in this RFP.	
If the Bidder lacks New York experience with the activities required in this RFP, demonstrate three year's success in providing similar services in other states.	
Document that the Bidder has at least three years' New York experience in conducting survey, inspection, quality assurance, accreditation or other similar or relevant experience with activities described in this RFP.	

Bidder's Checklist (Optional)

RFP No. 0909230139

□ Technical Proposal Part of RFP

- Transmittal Letter
- Executive Summary
- Contractor Eligibility
- Organizational, Experience, and Staff Qualifications
- Understanding the Proposal Requirements, Goals and Objectives
- Evidence of Financial Capability

General Documentation & Vendor Responsibility

- Curricula Vitae, Licenses and Certifications for Staff Managing the Contract and Assigned to Contract Functions
- Audited Financial Statements
- Vendor Responsibility Questionnaire
- Vendor Responsibility Attestation
- Proof of Incorporation, Copy of Partnership Agreement, DBA, or Authority to Do Business in New York
- NYS DTF Contractor Certification Forms (ST-22-TD and ST-220-CA)
- Any Other Relevant Financial Information and References

Cost Proposal

- Bid Form (Attachment 2)
- Form CP-1 (Attachment 6)

Form CP-1: Cost Proposal

Organization Name:	_____
FAU# :	<u>0909230139</u>
Contract Period:	<u>8/1/10-7/31/15</u>

The Issuing Entity must confirm in writing that the proposed staff will have one or more of the following qualifications:

- a. Licensed (in NYS) Registered Nurse with infection control or communicable disease experience;
- b. Bachelors Degree and two years relevant experience; or
- c. Masters Degree and one year relevant experience.

*Note, one hourly rate must be provided for each year regardless of the expertise of staff required to perform investigations (see a-c above).

Staff Credentials	Proposed Hourly Rate (List hourly rate for each year of the contract period)
Year 1:	
Year 2:	
Year 3:	
Year 4:	
Year 5:	

¹Employers are required by Federal law to verify that all employees are legally entitled to work in the United States. Accordingly, this Issuing Entity reserves the right to request legally mandated employer held documentation attesting to the same for each employee assigned work under any project awarded as a result of this solicitation. In accord with such laws, this Issuing Entity does not discriminate against individuals on the basis of national origin or citizenship.

_____	_____/_____/_____
-------	-------------------

Signature of Bidder's Authorized Representative

Date

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

BUSINESS ENTITY INFORMATION				
Legal Business Name			EIN	
Address of the Principal Place of Business/Executive Office			Phone Number	Fax Number
E-mail		Website		
Authorized Contact for this Questionnaire				
Name:			Phone Number	Fax Number
Title			Email	
List any other DBA, Trade Name, Other Identity, or EIN used in the last five (5) years, the state or county where filed, and the status (active or inactive): (if applicable)				
Type	Name	EIN	State or County where filed	Status

I. BUSINESS CHARACTERISTICS	
1.0 Business Entity Type – Please check appropriate box and provide additional information:	
a) <input type="checkbox"/> Corporation (including PC)	Date of Incorporation
b) <input type="checkbox"/> Limited Liability Co. (LLC or PLLC)	Date Organized
c) <input type="checkbox"/> Limited Liability Partnership	Date of Registration
d) <input type="checkbox"/> Limited Partnership	Date Established
e) <input type="checkbox"/> General Partnership	Date Established County (if formed in NYS)
f) <input type="checkbox"/> Sole Proprietor	How many years in business?
g) <input type="checkbox"/> Other	Date Established
If Other, explain:	
1.1 Was the Business Entity formed in New York State?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If 'No' indicate jurisdiction where Business Entity was formed:	
<input type="checkbox"/> United States State _____	
<input type="checkbox"/> Other Country _____	
1.2 Is the Business Entity currently registered to do business in New York State with the Department of State? <i>Note: Select 'not required' if the Business Entity is a General Partnership.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not required
If "No" explain why the Business Entity is not required to be registered in New York State.	
1.3 Is the Business Entity registered as a Sales Tax vendor with the New York State Department of Tax and Finance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Explain and provide detail, such as 'not required', 'application in process', or other reasons for not being registered.	
1.4 Is the Business Entity a Joint Venture? <i>Note: If the submitting Business Entity is a Joint Venture, also submit a separate questionnaire for the Business Entity comprising the Joint Venture.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

I. BUSINESS CHARACTERISTICS

1.5 Does the Business Entity have an active Charities Registration Number?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Enter Number: _____ If Exempt/Explain: _____ If an application is pending, enter date of application: _____ Attach a copy of the application		
1.6 Does the Business Entity have a DUNS Number?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Enter DUNS Number _____		
1.7 Is the Business Entity's principal place of business/Executive Office in New York State?		<input type="checkbox"/> Yes <input type="checkbox"/> No
If 'No', does the Business Entity maintain an office in New York State?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Provide the address and telephone number for one New York Office.		
1.8 Is the Business Entity's principal place of business/executive office:		
<input type="checkbox"/> Owned <input type="checkbox"/> Rented Landlord Name (if 'rented') _____ <input type="checkbox"/> Other Provide explanation (if 'other') _____		
Is space shared with another Business Entity?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Name of other Business Entity _____		
Address _____		
City _____	State _____	Zip Code _____ Country _____
1.9 Is the Business Entity a Minority Community Based Organization (MCBO)?		<input type="checkbox"/> Yes <input type="checkbox"/> No
1.10 Identify current Key Employees of the Business Entity. Attach additional pages if necessary.		
Name	Title	
1.11 Identify current Trustees/Board Members of the Business Entity. Attach additional pages if necessary.		
Name	Title	

II. AFFILIATES AND JOINT VENTURE RELATIONSHIPS

2.0 Does the Business Entity have any Affiliates? Attach additional pages if necessary (If no proceed to section III)		<input type="checkbox"/> Yes <input type="checkbox"/> No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Explain relationship with the Affiliate and indicate percent ownership, if applicable (enter N/A, if not applicable):		
Are there any Business Entity Officials or Principal Owners that the Business Entity has in common with this Affiliate?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name	Position/Title with Affiliate	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

III. CONTRACT HISTORY	
3.0 Has the Business Entity held any contracts with New York State government entities in the last three (3) years? ? If "Yes" attach a list including the Contract Number, Agency Name, Contract Amount, Contract Start Date, Contract End Date, and the Contract Description.	<input type="checkbox"/> Yes <input type="checkbox"/> No

IV. INTEGRITY – CONTRACT BIDDING	
Within the past five (5) years, has the Business Entity or any Affiliate	
4.0 been suspended or debarred from any government contracting process or been disqualified on any government procurement?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.1 been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2 been denied a contract or had a bid rejected based upon a finding of non-responsibility by a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.3 agreed to a voluntary exclusion from bidding/contracting with a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4 initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes" answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

V. INTEGRITY – CONTRACT AWARD	
Within the past five (5) years, has the Business Entity or any Affiliate	
5.0 been suspended, cancelled or terminated for cause on any government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.1 been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.2 entered into a formal monitoring agreement as a condition of a contract award from a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes" answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

VI. CERTIFICATIONS/LICENSES	
6.0 Within the past five (5) years, has the Business Entity or any Affiliate had a revocation, suspension or disbarment of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

VII. LEGAL PROCEEDINGS	
Within the past five (5) years, has the Business Entity or any Affiliate	
7.0 been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.1 been the subject of an indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.2 received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

VII. LEGAL PROCEEDINGS	
Within the past five (5) years, has the Business Entity or any Affiliate	
7.3 had any New York State Labor Law violation deemed willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.4 entered into a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.5 other than the previously disclosed: (i) Been subject to the imposition of a fine or penalty in excess of \$1,000, imposed by any government entity as a result of the issuance of citation, summons or notice of violation, or pursuant to any administrative, regulatory, or judicial determination; or (ii) Been charged or convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes" answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

VIII. LEADERSHIP INTEGRITY	
Note: If the Business Entity is a Joint Venture, answer 'N/A- Not Applicable' to questions 8.0 through 8.4.	
Within the past five (5) years has any individual previously identified, any other Key Employees not previously identified or any individual having the authority to sign execute or approve bids, proposals, contracts or supporting documentation with New York State been subject to	
8.0 a sanction imposed relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.1 an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.2 an indictment, grant of immunity, judgment, or conviction of any business related conduct constituting a crime including, but not limited to, fraud, extortion, bribery, racketeering, price fixing, bid collusion or any crime related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.3 a misdemeanor or felony charge, indictment or conviction for: (i) any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price fixing or collusive bidding; or (ii) any crime, whether or not business related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.4 a debarment from any government contracting process?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
For each "Yes" answer provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY	
9.0 Within the past five (5) years, has the Business Entity or any Affiliates received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.1 Within the past five (5) years, has the Business Entity or any Affiliates had any liquidated damages assessed over \$25,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.2 Within the past five (5) years, has the Business Entity or any Affiliates had any liens, claims or judgments over \$15,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 120 days?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the lien holder or claimant's name(s), the amount of the lien(s), claim(s), or judgments(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.3 Within the last seven (7) years, has the Business Entity or any Affiliate initiated or been the subject of any bankruptcy proceedings, whether or not closed, regardless of the date of filing, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide the Business Entity involved, the relationship to the submitting Business Entity, the Bankruptcy Chapter Number, the Court name, the Docket Number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed". Provide answer below or attach additional sheets with numbered responses.	
9.4 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any tax returns required by federal, state or local tax laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide the Business Entity involved, the relationship to the submitting Business Entity, the taxing jurisdiction (federal, state or other), the type of tax, the liability year(s), the Tax Liability amount the Business Entity failed to file/pay, and the current status of the Tax Liability. Provide answer below or attach additional sheets with numbered responses.	
9.5 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any New York State unemployment insurance returns?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide the Business Entity involved, the relationship to the submitting Business Entity, the year(s) the Business Entity failed to file/pay the insurance, explain the situation, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.6 During the past three (3) years, has the Business Entity or any Affiliates had any government audits? If "Yes", did any audit reveal material weaknesses in the Business Entity's system of internal controls If "Yes", did any audit reveal non-compliance with contractual agreements or any material disallowance (if not previously disclosed in 9.6)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes" answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

X. FREEDOM OF INFORMATION LAW (FOIL)	
10.0 Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Indicate the question number(s) and explain the basis for your claim.	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State contracting entities in making responsibility determinations regarding an award of a contract or approval of a subcontract; (2) recognizes that the Office of the State Comptroller (OSC) will rely on information disclosed in the questionnaire in making responsibility determinations and in approving a contract or subcontract; (3) acknowledges that the New York State contracting entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (4) acknowledges that intentional submission of false or misleading information may constitute a misdemeanor or felony under New York State Penal Law, may be punishable by a fine and/or imprisonment under Federal Law, and may result in a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State contracting entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Officer _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

Sworn to before me this _____ day of _____, 20____;

_____ Notary Public

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

BUSINESS ENTITY INFORMATION				
Legal Business Name			EIN	
Address of the Principal Place of Business/Executive Office			Phone Number	Fax Number
E-mail		Website		
Authorized Contact for this Questionnaire				
Name:			Phone Number	Fax Number
Title			Email	
List any other DBA, Trade Name, Other Identity, or EIN used in the last five (5) years, the state or county where filed, and the status (active or inactive): (if applicable)				
Type	Name	EIN	State or County where filed	Status

I. BUSINESS CHARACTERISTICS	
1.0 Business Entity Type – Please check appropriate box and provide additional information:	
a) <input type="checkbox"/> Corporation (including PC)	Date of Incorporation
b) <input type="checkbox"/> Limited Liability Co. (LLC or PLLC)	Date Organized
c) <input type="checkbox"/> Limited Liability Partnership	Date of Registration
d) <input type="checkbox"/> Limited Partnership	Date Established
e) <input type="checkbox"/> General Partnership	Date Established County (if formed in NYS)
f) <input type="checkbox"/> Sole Proprietor	How many years in business?
g) <input type="checkbox"/> Other	Date Established
If Other, explain:	
1.1 Was the Business Entity formed in New York State?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If 'No' indicate jurisdiction where Business Entity was formed:	
<input type="checkbox"/> United States State _____	
<input type="checkbox"/> Other Country _____	
1.2 Is the Business Entity currently registered to do business in New York State with the Department of State? Note: <i>Select 'Not Required' if the Business Entity is a Sole Proprietor or General Partnership</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not required
If 'No' explain why the Business Entity is not required to be registered in New York State.	
1.3 Is the Business Entity registered as a Sales Tax Vendor with the New York State Department of Taxation and Finance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If 'No', explain and provide detail, such as "not required", "application in process", or other reason for not being registered.	
1.4 Is the Business Entity publicly traded?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

I. BUSINESS CHARACTERISTICS		
CIK Code or Ticker Symbol		
1.5 Is the responding Business Entity a Joint Venture? <i>Note: If the Submitting Business Entity is a Joint Venture, also submit a questionnaire for each Business Entity comprising the Joint Venture</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
1.6 Does the Business Entity have a DUNS Number?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Enter DUNS Number		
1.7 Is the Business Entity's Principal Place of Business/Executive Office in New York State? If 'No', does the Business Entity maintain an office in New York State?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	
Provide the address and telephone number for one New York office.		
1.8 Is the Business Entity a New York State Certified Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE), New York State Small Business or a Federally Certified Disadvantaged Business Enterprise (DBE)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
If 'Yes', check all that apply: <input type="checkbox"/> New York State Certified Minority Owned Business Enterprise (MBE) <input type="checkbox"/> New York State Certified Women Owned Business Enterprise (WBE) <input type="checkbox"/> New York State Small Business <input type="checkbox"/> Federally Certified Disadvantaged Business Enterprise (DBE)		
1.9 Identify Business Entity Officials and Principal Owners. For each person, include name, title and percentage of ownership, if applicable. <i>Attach additional pages if necessary.</i>		
Name	Title	Percentage Ownership (<i>Enter 0% if not applicable</i>)
II. AFFILIATES AND JOINT VENTURE RELATIONSHIPS		
2.0 Does the Business Entity have any Affiliates? <i>Attach additional pages if necessary.</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
Affiliate Name	Affiliate EIN (<i>If available</i>)	Affiliate's Primary Business Activity
Explain relationship with the Affiliate and indicate percent ownership, if applicable (enter N/A, if not applicable):		
Are there any Business Entity Officials or Principal Owners that the Business Entity has in common with this Affiliate?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name	Position/Title with Affiliate	
2.1 Has the Business Entity participated in any Joint Ventures within the past three (3) years? <i>Attach additional pages if necessary</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
Joint Venture Name:	Joint Venture EIN (<i>If available</i>):	Identify parties to the Joint Venture:

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

III. CONTRACT HISTORY	
3.0 Has the Business Entity held any contracts with New York State government entities in the last three (3) years? If “Yes” attach a list including the Contract Number, Agency Name, Contract Amount, Contract Start Date, Contract End Date, and the Contract Description.	<input type="checkbox"/> Yes <input type="checkbox"/> No

IV. INTEGRITY – CONTRACT BIDDING	
Within the past five (5) years, has the Business Entity or any Affiliate	
4.0 been suspended or debarred from any government contracting process or been disqualified on any government procurement?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.1 been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2 been denied a contract award or had a bid rejected based upon a finding of non-responsibility by a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.3 had a low bid rejected on a government contract for failure to make good faith efforts on any Minority Owned Business Enterprise, Women Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4 agreed to a voluntary exclusion from bidding/contracting with a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.5 initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each “Yes” answer above provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

V. INTEGRITY – CONTRACT AWARD	
Within the past five (5) years, has the Business Entity or any Affiliate	
5.0 been suspended, cancelled or terminated for cause on any government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.1 been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.2 entered into a formal monitoring agreement as a condition of a contract award from a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each “Yes” answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

VI. CERTIFICATIONS/LICENSES	
Within the past five (5) years, has the Business Entity or any Affiliate	
6.0 had a revocation, suspension or disbarment of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.1 had a denial, decertification, revocation or forfeiture of New York State certification of Minority Owned Business Enterprise, Women Owned Business Enterprise or federal certification of Disadvantaged Business Enterprise status, for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each “Yes” answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

VII. LEGAL PROCEEDINGS	
Within the past five (5) years, has the Business Entity or any Affiliate	
7.0 been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.1 been the subject of an indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.2 received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.3 had a government entity find a willful prevailing wage or supplemental payment violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.4 had any New York State Labor Law violation deemed willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.5 entered into a consent order with the New York State Department of Environmental Conservation, or a Federal, State or local government enforcement determination involving a violation of federal, state or local environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.6 other than the previously disclosed: (i) Been subject to the imposition of a fine or penalty in excess of \$1,000 imposed by any government entity as a result of the issuance of citation, summons or notice of violation, or pursuant to any administrative, regulatory, or judicial determination; or (ii) Been charged or convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes" answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

VIII. LEADERSHIP INTEGRITY	
NOTE: If the Business Entity is a Joint Venture Entity, answer 'N/A – Not Applicable' to questions 8.0 through 8.4.)	
Within the past five (5) years has any individual previously identified, any other Business Entity Leader not previously identified, or any individual having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation with New York State been subject to	
8.0 a sanction imposed relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.1 an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.2 an indictment, grant of immunity, judgment, or conviction of any business related conduct constituting a crime including, but not limited to, fraud, extortion, bribery, racketeering, price fixing, bid collusion or any crime related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.3 a misdemeanor or felony charge, indictment or conviction for: (i) any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price fixing or collusive bidding; or (ii) any crime, whether or not business related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.4 a debarment from any government contracting process?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
For each "Yes" answer provide an explanation of the issue(s), the individual involved, the government entity involved, the relationship to the submitting Business Entity, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY	
9.0 Within the past five (5) years, has the Business Entity or any Affiliates received a formal unsatisfactory performance assessment(s) from any government entity on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.1 Within the past five (5) years, has the Business Entity or any Affiliates had any liquidated damages assessed over \$25,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.2 Within the past five (5) years, has the Business Entity or any Affiliates had any liens, claims or judgments (not including UCC filings) over \$25,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 90 days?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the lien holder or claimant's name, the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.3 In the last seven (7) years, has the Business Entity or any Affiliates initiated or been the subject of any bankruptcy proceedings, whether or not closed, regardless of the date of filing, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide the Business Entity involved, the relationship to the submitting Business Entity, the Bankruptcy chapter number, the Court name, and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.	
9.4 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any tax returns required by federal, state or local tax laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide the Business Entity involved, the relationship to the submitting Business Entity, the taxing jurisdiction (federal, state or other), the type of tax, the liability years, the tax liability amount the Business Entity failed to file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with numbered responses.	
9.5 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any New York State unemployment insurance returns?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide the Business Entity involved, the relationship to the submitting Business Entity, the years the Business Entity failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.6 During the past three (3) years, has the Business Entity or any Affiliates had any government audits? If "yes" did any audit reveal material weaknesses in the Business Entity's system of internal controls? If "Yes", did any audit reveal non-compliance with contractual agreements or any material disallowance (if not previously disclosed in 9.6)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes" answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

X. FREEDOM OF INFORMATION LAW (FOIL)	
10.0 Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Indicate the question number(s) and explain the basis for the claim.	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State contracting entities in making responsibility determinations regarding an award of a contract or approval of a subcontract; (2) recognizes that the Office of the State Comptroller (OSC) will rely on information disclosed in the questionnaire in making responsibility determinations and in approving a contract or subcontract; (3) acknowledges that the New York State contracting entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (4) acknowledges that intentional submission of false or misleading information may constitute a misdemeanor or felony under New York State Penal Law, may be punishable by a fine and/or imprisonment under Federal Law, and may result in a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State contracting entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Officer _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

Sworn to before me this _____ day of _____, 20____;

_____ Notary Public

Vendor Responsibility Attestation

To comply with the Vendor Responsibility Requirements outlined in Section H-8. 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: _____

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. NYS Department of Health
Bureau of Healthcare-Associated Infections
ESP, Corning Tower, Room 2580
Albany, NY 12237-0608
2. NYS Office of the State Comptroller
Bureau of Contracts
110 State Street, 11th Floor
Albany, NY 12236
Attn: Consultant Reporting
or via fax to –
(518) 474-8030 or (518) 473-8808
3. NYS Department of Civil Service
Alfred E. Smith Office Building
Albany, NY 12239
Attn: Consultant Reporting

Completing the Reports:

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

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

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

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

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

State Consultant Services
FORM A

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

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

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

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

Name of person who prepared this report:

Title:

Phone #:

Preparer's signature:

Date Prepared: / /

Page of
(use additional pages if necessary)

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. NYS Department of Health
Bureau of Healthcare-Associated Infections
ESP, Corning Tower, Room 2580
Albany, NY 12237-0608
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.

Date Prepared: / /

Page of

Use additional pages if necessary)



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)



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.

MISCELLANEOUS / CONSULTANT SERVICES

STATE AGENCY (Name and Address): NYS COMPTROLLER'S NUMBER: _____

ORIGINATING AGENCY CODE:12000

CONTRACTOR (Name and Address): . TYPE OF PROGRAM(S):

CHARITIES REGISTRATION NUMBER: . CONTRACT TERM
FROM: TO:

CONTRACTOR HAS () HAS NOT () TIMELY.
FILED WITH THE ATTORNEY GENERAL'S . FUNDING AMOUNT FOR CONTRACT
CHARITIES BUREAU ALL REQUIRED . TERM:
PERIODIC OR ANNUAL WRITTEN REPORTS

FEDERAL TAX IDENTIFICATION NUMBER: .

MUNICIPALITY NO. (if applicable): .
STATUS:
CONTRACTOR IS () IS NOT () A
SECTARIAN ENTITY .

CONTRACTOR IS () IS NOT () A . () IF MARKED HERE, THIS CONTRACT'S
NOT-FOR-PROFIT ORGANIZATION . RENEWABLE FOR ___ ADDITIONAL
ONE-YEAR PERIOD(S) AT THE SOLE
CONTRACTOR IS () IS NOT () A . OPTION OF THE STATE AND SUBJECT
N Y STATE BUSINESS ENTERPRISE . TO APPROVAL OF THE OFFICE OF THE
STATE COMPTROLLER. _____

BID OPENING DATE: _____

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

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

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

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

X STATE OF NEW YORK AGREEMENT

X APPENDIX D General Specifications

X APPENDIX B Request For Proposal (RFP)

X APPENDIX C Proposal

X APPENDIX E-1 Proof of Workers' Compensation Coverage

X APPENDIX E-2 Proof of Disability Insurance Coverage

X APPENDIX F Payment Schedule

X APPENDIX G Notices

X APPENDIX H Federal Health Insurance Portability and Accountability Act

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

_____	.	_____
CONTRACTOR	.	STATE AGENCY
_____	.	_____
By: _____	.	By: _____
_____	.	_____
Printed Name	.	Printed Name
_____	.	_____
Title: _____	.	Title: _____
_____	.	_____
Date: _____	.	Date: _____
_____	.	State Agency Certification:
_____	.	"In addition to the acceptance of this

contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract." _____

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

On the ___ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of the individual taking acknowledgement)

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

STATE OF NEW YORK
AGREEMENT

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

WITNESSETH:

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

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

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

I. Conditions of Agreement

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

II. Payment and Reporting

- A. The CONTRACTOR shall submit invoices to the STATE's designated payment office:
- B. Payment of such invoices by the State (NYSDOH) shall be made in accordance with Article XI-A of the New York State Finance Law.

III. Term of Contract

- A. Upon approval of the NYS Office of the State Comptroller, this AGREEMENT shall be effective for the term as specified on the cover page.
- B. This Agreement may be terminated by mutual written agreement of the contracting parties.
- C. This Agreement may be terminated by the NYSDOH for cause upon the failure of the Contractor to comply with the terms and conditions of this Agreement, including the attachments hereto, provided that the NYSDOH shall give the contractor written notice via registered or certified mail, return receipt requested, or shall deliver same by hand-receiving Contractor's receipt therefore, such written notice to specify the Contractor's failure and the termination of this Agreement. Termination shall be effective ten (10) business days from receipt of such notice, established by the receipt returned to the NYSDOH. The Contractor agrees to incur no new obligations nor to claim for any expenses made after receipt of the notification of termination.
- D. This Agreement may be deemed terminated immediately at the option of the NYSDOH upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligations by the NYSDOH to the Contractor.
- E. This agreement may be canceled at any time by the NYSDOH giving to the contractor not less than thirty (30) days written notice that on or after a date therein specified this agreement shall be deemed terminated and canceled.

IV. Proof of Coverage

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

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

- 1. CE-200, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
- 2. C-105.2 – Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the U-26.3; OR
- 3. SI-12 – Certificate of Workers' Compensation Self-Insurance, OR GSI-105.2 – Certificate of Participation in Workers' Compensation Group Self-Insurance.

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

- 1. CE-200, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
- 2. DB-120.1 – Certificate of Disability Benefits Insurance OR
- 3. DB-155 – Certificate of Disability Benefits Self-Insurance

**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 NYSDOH, 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:

\$ _____
(Value before amendment)

From ____ / ____ / ____ to ____ / ____ / ____
(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)

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.

THIS PAGE IS INTENTIONALLY LEFT BLANK

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

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

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

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

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

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

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

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily exclude from participation in this transaction by any Federal department agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Z. Confidentiality Clauses

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

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

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

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

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

6. All subcontracts shall contain provisions specifying:
a. that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, and
b. that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the AGREEMENT between the STATE and the CONTRACTOR.

AA. Provision Related to Consultant Disclosure Legislation

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

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

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

BB. Provisions Related to New York State Procurement Lobbying Law

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

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

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

DD. Lead Guidelines

All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

**Appendix F
Payment Schedule**

Contractor:

Budget Period:

Deliverables are measured by the number of documented work hours spent on investigations. Documentation of work hours must include a monthly report of activities and a copy of staff time cards. These documents must accompany the monthly voucher in order for payment to be approved.

The contractor will voucher monthly according to the following schedule each year for 5 years:
--

1. September 15th

2. October 15th

3. November 15th

4. December 15th

5. January 15th

6. February 15th

7. March 15th

8. April 15th

9. May 15th

10. June 15th

11. July 15th

12. August 15th

Appendix G

NOTICES

All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) via certified or registered United States mail, return receipt requested;
- (b) by facsimile transmission;
- (c) by personal delivery;
- (d) by expedited delivery service; or
- (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

State of New York Department of Health

Name: Cindi Dubner

Title: Health Program Administrator 1

Address: ESP Corning Tower, Room 2580

Telephone Number: (518) 474-3343

Facsimile Number: (518) 473-4090

E-Mail Address: clk01@health.state.ny.us

[Insert Contractor Name]

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this AGREEMENT by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representative for the purposes of receiving notices under this AGREEMENT. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution.

Appendix H

Federal Health Insurance Portability and Accountability Act ("HIPAA") Business Associate Agreement ("Agreement") Governing Privacy and Security

I. Definitions:

- (a) "Business Associate" shall mean the CONTRACTOR.
- (b) "Covered Program" shall mean the STATE.
- (c) Other terms used, but not otherwise defined, in this agreement shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health Act ("HITECH") and implementing regulations, including those at 45 CFR Parts 160 and 164 (the "Privacy Rule").

II. Obligations and Activities of the Business Associate:

- (a) The Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.
- (b) The Business Associate agrees to use the appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement and to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of the Covered Entity pursuant to this Agreement.
- (c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Agreement.
- (d) The Business Associate agrees to report to the Covered Program, any use or disclosure of the Protected Health Information not provided for by this Agreement, as soon as reasonably practicable of which it becomes aware. The Business Associate also agrees to report to the Covered Entity any security incident of which it becomes aware. Such report shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired or disclosed during any breach of such information.

- (e) **The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Program agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.**
- (f) **The Business Associate agrees to provide access, at the request of the Covered Program, and in the time and manner designated by the Covered Program, to Protected Health Information in a Designated Record Set, to the Covered Program or, as directed by the Covered Program, to an Individual in order to meet the requirements under 45 CFR 164.524, if the business associate has protected health information in a designated record set.**
- (g) **The Business Associate agrees to make any amendment(s) to Protected Health Information in a designated record set that the Covered Program directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Program or an Individual, and in the time and manner designated by Covered Program, if the business associate has protected health information in a designated record set.**
- (h) **The Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of, the Covered Program available to the Covered Program, or to the Secretary of Health and Human Services, in a time and manner designated by the Covered Program or the Secretary, for purposes of the Secretary determining the Covered Program's compliance with the Privacy Rule.**
- (i) **The Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.**
- (j) **The Business Associate agrees to provide to the Covered Program or an Individual, in time and manner designated by Covered Program, information collected in accordance with this Agreement, to permit Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.**
- (k) **Effective February 17, 2010, the Business Associate agree to comply with the security standards for the protection of electronic protected health information in 45 CFR 164.308, 45 CFR 164.310, 45 CFR 164.312 and 45 CFR 164.316.**

III. Permitted Uses and Disclosures by Business Associate

- (a) **General Use and Disclosure Provisions**

Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Program as specified in the Agreement to which this is an addendum, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Program.

(b) Specific Use and Disclosure Provisions:

- (1) Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.**
- (2) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the business associate or to carry out its legal responsibilities and to provide Data Aggregation services to Covered Program as permitted by 45 CFR 164.504(e)(2)(i)(B). Data Aggregation includes the combining of protected information created or received by a business associate through its activities under this contract with other information gained from other sources.**
- (3) The Business Associate may use Protected Health Information to report violations of law to appropriate federal and State authorities, consistent with 45 CFR §164.502(j)(1).**

IV. Obligations of Covered Program

Provisions for the Covered Program To Inform the Business Associate of Privacy Practices and Restrictions

- (a) The Covered Program shall notify the Business Associate of any limitation(s) in its notice of privacy practices of the Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.**
- (b) The Covered Program shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.**

- (c) **The Covered Program shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Program has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.**

V. Permissible Requests by Covered Program

The Covered Program shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Program, except if the Business Associate will use or disclose protected health information for, and the contract includes provisions for, data aggregation or management and administrative activities of Business Associate.

VI. Term and Termination

- (a) *Term.* **The Term of this Agreement shall be effective during the dates noted on page one of this agreement, after which time all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in The Agreement.**
- (b) *Termination for Cause.* **Upon the Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for the Business Associate to cure the breach and end the violation or may terminate this Agreement and the master Agreement if the Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or the Covered Program may immediately terminate this Agreement and the master Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible.**
- (c) *Effect of Termination.*
 - (1) **Except as provided in paragraph (c)(2) below, upon termination of this Agreement, for any reason, the Business Associate shall return or destroy all Protected Health Information received from the Covered Program, or created or received by the Business Associate on behalf of the Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.**

- (2) In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Program notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, the Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. Violations

- (a) It is further agreed that any violation of this agreement may cause irreparable harm to the State, therefore the State may seek any other remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.
- (b) The business associate shall indemnify and hold the State harmless against all claims and costs resulting from acts/omissions of the business associate in connection with the business associate's obligations under this agreement.

VIII. Miscellaneous

- (a) *Regulatory References.* A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- (b) *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Program to comply with the requirements of the Privacy Rule, HIPAA, Public Law 104-191, and HITECH, Public Law 111-5, Division A, Title XIII and Division B, Title IV.
- (c) *Survival.* The respective rights and obligations of the Business Associate under Section VI of this Agreement shall survive the termination of this Agreement.
- (d) *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Program to comply with the Privacy Rule.
- (e) If anything in this agreement conflicts with a provision of any other agreement on this matter, this agreement is controlling.
- (f) **HIV/AIDS.** If HIV/AIDS information is to be disclosed under this agreement, the business associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.

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

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

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

New York State Department of Health

BIDDERS PROPOSED M/WBE UTILIZATION PLAN

Bidder Name:	
RFP Title:	RFP Number

Description of Plan to Meet M/WBE Goals

--

PROJECTED M/WBE USAGE

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

**New York State Department of Health
MINORITY OWNED BUSINESS ENTERPRISE (MBE)
INFORMATION**

In order to achieve the MBE Goals, Bidders 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, Bidders 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: _____

New York State Department of Health

MWBE ONLY

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

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

Proposal/ Contract Number: _____

Contract Scope of Work:

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

Name of MWBE: _____

Address:

Federal ID Number:

Telephone Number:

Designation:

- MBE - Subcontractor
- WBE - Subcontractor

Joint venture with:
Name: _____

Address: _____

MBE - Supplier

Fed ID Number: _____

WBE - Supplier

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.

Signature of M/WBE Contractor Date _____

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

NYS Public Health Law and NYS Rules and Regulation References

NYS Public Health Law and Rules, Regulations, policies and procedures for which Component Activities are being sought under this RFP, maybe found at the following website addresses:

Public Health Law

<http://public.leginfo.state.ny.us/menugetf.cgi>

Article 21 – Control of Acute Communicable Diseases

Title I – General Provisions

§2100 – Communicable Diseases; local boards of health and health officers; powers and duties

§2101 – Communicable Diseases; physicians and institutions; duty to report

§2102 – Communicable Diseases; laboratory reports and records

§2103 – Communicable Diseases; local health officers; duty to report

§2104 – Communicable diseases; municipalities within a county or part-county health district; duty to report

§2105 – Communicable Diseases; state institutions duty to report; duty of commissioner

Title 10 NYCRR New York State Codes Rules and Regulations

<http://www.nyhealth.gov/nysdoh/phforum/nycrr10.htm>

Chapter I Sanitary Code

- Part I General Provisions
- Part 2 Communicable Disease
 - Designation of cases
 - Investigations and determination
 - Reporting of cases; records
- Section 405.11 Infection Control
- Section 415.19 Infection Control
- Section 702.4 Infection Control Reporting

NEW YORK STATE DEPARTMENT OF HEALTH COMMUNICABLE DISEASE REPORTING REQUIREMENTS

Reporting of suspected or confirmed communicable diseases is mandated under the New York State Sanitary Code (10NYCRR 2.10). The primary responsibility for reporting rests with the physician; moreover, laboratories (PHL 2102), school nurses (10NYCRR 2.12), day care center directors, nursing homes/hospitals (10NYCRR 405.3d) and state institutions (10NYCRR 2.10a) or other locations providing health services (10NYCRR 2.12) are also required to report the diseases listed below.

Amebiasis	Pregnant hepatitis B carrier	Salmonellosis	Group B strep
☒ Animal bites for which rabies prophylaxis is given ¹	Herpes infection, infants aged 60 days or younger	☒ Severe Acute Respiratory Syndrome (SARS)	Streptococcus pneumoniae
☒ Anthrax ²	Hospital associated infections (as defined in section 2.2 10NYCRR)	Shigatoxin-producing ecoli ⁴	☒ Syphilis, specify stage ⁷
☒ Arboviral infection ³	Influenza, laboratory-confirmed	Shigellosis ⁴	Tetanus
Babesiosis	Legionellosis	☒ Smallpox ²	Toxic shock syndrome
☒ Botulism ²	Listeriosis	Staphylococcus aureus ⁶ (due to strains showing reduced susceptibility or resistance to vancomycin)	Transmissible spongiform encephalopathies ⁸
☒ Brucellosis ²	Lyme disease	☒ Staphylococcal enterotoxin B poisoning ²	Trichinosis
Campylobacteriosis	Lymphogranuloma venereum	Streptococcal infection	☒ Tuberculosis current disease (specify site)
Chancroid	Malaria	(invasive disease) ⁵	☒ Tularemia ²
Chlamydia trachomatis infection	☒ Measles	Group A beta-hemolytic strep	☒ Typhoid
☒ Cholera	☒ Melioidosis ²		Vibriosis ⁶
Cryptosporidiosis	Meningitis		☒ Vaccinia disease ⁹
Cyclosporiasis	Aseptic or viral		☒ Viral hemorrhagic fever ²
☒ Diphtheria	☒ Haemophilus		Yersiniosis
E. coli O157:H7 infection ⁴	☒ Meningococcal		
Ehrlichiosis/Anaplasmosis	Other (specify type)		
☒ Encephalitis	☒ Meningococcemia		
☒ Foodborne illness	☒ Monkeypox		
Giardiasis	Mumps		
☒ Glanders ²	Pertussis		
Gonococcal infection	☒ Plague ²		
Haemophilus influenzae ⁵ (invasive disease)	☒ Poliomyelitis		
☒ Hantavirus disease	Psittacosis		
Hemolytic uremic syndrome	☒ Q Fever ²		
Hepatitis A	☒ Rabies		
☒ Hepatitis A in a food handler	Rocky Mountain spotted fever		
Hepatitis B, C	☒ Rubella (including congenital rubella syndrome)		
(specify acute or chronic)			

- Local health department must be notified prior to initiating rabies prophylaxis.
- Diseases that are possible indicators of bioterrorism.
- Including, but not limited to, infections caused by eastern equine encephalitis virus, western equine encephalitis virus, West Nile virus, St. Louis encephalitis virus, La Crosse virus, Powassan virus, Jamestown Canyon virus, dengue and yellow fever.
- Positive shigatoxin test results should be reported as presumptive evidence of disease.
- Only report cases with positive cultures from blood, CSF, joint, peritoneal or pleural fluid. Do not report cases with positive cultures from skin, saliva, sputum or throat.
- Proposed addition to list.
- Any non-treponemal test \geq 1:16 or any positive primary or secondary stage disease or prenatal or delivery test result regardless of titer should be reported by phone; all others may be reported by mail.
- Including Creutzfeldt-Jakob disease. Cases should be reported directly to the New York State Department of Health Alzheimer's Disease and Other Dementias Registry at (518) 473-7817 upon suspicion of disease. In NYC, cases should also be reported to the NYCDOHMH.
- Persons with vaccinia infection due to contact transmission, and persons with the following complications from vaccination: eczema vaccinatum, erythema multiforme major or Stevens-Johnson syndrome, fetal vaccinia, generalized vaccinia, inadvertent inoculation, ocular vaccinia, post-vaccinial encephalitis or encephalomyelitis, progressive vaccinia, pyogenic infection of the infection site, and any other serious adverse events.

SPECIAL NOTES

- Diseases listed in **bold type** (☒) warrant prompt action and should be reported **immediately** to local health departments by phone followed by submission of the confidential case report form (DOH-389). In NYC use universal reporting form PD-16.
- In addition to the diseases listed above, any unusual disease (defined as a newly apparent or emerging disease or syndrome that could possibly be caused by a transmissible infectious agent or microbial toxin) is reportable.
- Outbreaks: while individual cases of some diseases (e.g., streptococcal sore throat, head lice, impetigo, scabies and pneumonia) are not reportable, a cluster or outbreak of cases of any communicable disease is a reportable event.
- Cases of HIV infection, HIV-related illness and AIDS are reportable to:**
Division of Epidemiology
P.O. Box 2073, ESP Station
Albany, NY 12220-2073
(518) 474-4284
In New York City: New York City Department of Health and Mental Hygiene
For HIV/AIDS reporting, call: (212) 442-3388

For more information on disease reporting, call your local health department or the New York State Department of Health Bureau of Communicable Disease Control at (518) 473-4439 or (866) 881-2809 after hours. In New York City, 1 (866) NYC-DOH1. To obtain reporting forms (DOH-389), call (518) 474-0548.

PLEASE POST THIS CONSPICUOUSLY

WHO SHOULD REPORT?

Physicians, nurses, laboratory directors, infection control practitioners, health care facilities, state institutions, schools.

WHERE SHOULD REPORT BE MADE?

Report to local health department where patient resides.

Contact Person _____

Name/Address _____

Phone _____

Fax _____

WHEN SHOULD REPORT BE MADE?

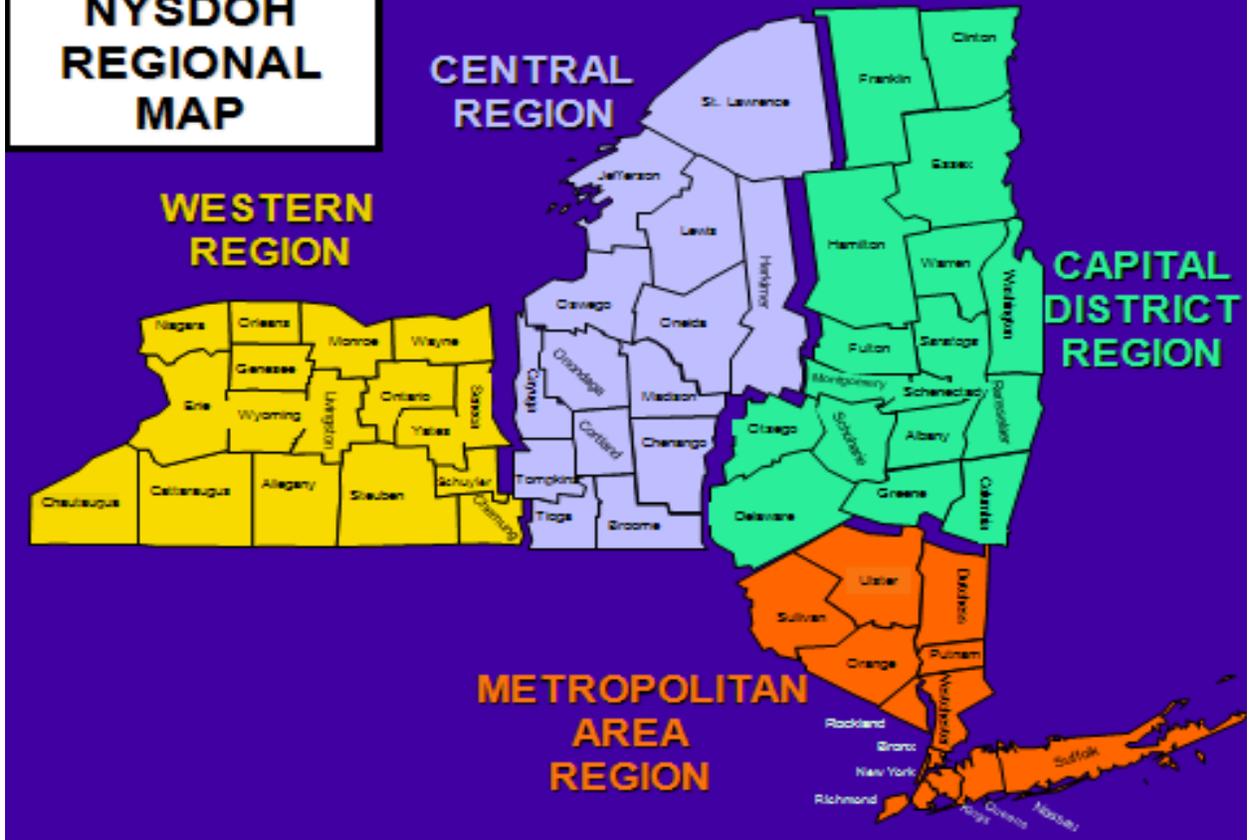
Within 24 hours of diagnosis:

- phone diseases in bold type,
- mail case report, DOH-389, for all other diseases.
- in New York City use form PD-16.

Healthcare and Community Setting Review Specifications

Statutes and/or Regulations & General Governance:	10 NYCRR Part 2 – Communicable Diseases Article 2 PHL § 201 – Functions, powers and duties of the NYSDOH and PHL § 2819, Section 405.11-Infection Control and 702.4-Infection Control and Reporting; Article 21 PHL § 2100- Control of Communicable Diseases, Article 5, Article 6. http://www.nyhealth.gov/nysdoh/phforum/nycrr10.htm
Description (Scope of Work): <ul style="list-style-type: none"> • Disease Surveillance • Investigation • Development of recommendations • Provision of technical consultation and Assistance • Monitoring the implementation of Recommendations • Evaluation of effectiveness of Recommendations • Analysis of data • Report writing • Development of guidelines, educational tools, evaluation tools, etc. • Provision of training and education using various modalities (presentations, webinars, lectures, etc.) and in various settings. 	<p>Type of activities include but are not limited to: Conducting assigned surveillance and Investigations of reports of communicable disease/infections in the healthcare and/or community setting; Communicating directly with the reporting facility, local health department (LHD), and other NYSDOH staff, as appropriate (e.g., regional, district and central office staff); Assessing morbidity/mortality and urgency of action; Facilitate and ensure electronic disease reporting is consistent and complies with state rules and regulations (Nosocomial reports and or case reports are submitted (case reports and supplemental forms are complete and accurate); Collecting pertinent data through review of selected medical records, written summaries, lab reports, confidential case reports, supplemental forms and line lists; Conducting onsite visits as needed and or assisting the healthcare facility/LHD with case interviews using outbreak and/or case questionnaires and when appropriate, ensure contact tracing is conducted and contacts have been referred for chemoprophylaxis, testing and/or symptom monitoring; Coordinating laboratory testing and ensuring confirmatory or other special testing is conducted at a public health laboratory when indicated; Participating in case control and/or cohort studies as needed; Maintaining frequent communication with the facilities, LHDs and other programs or agencies involved in the investigation; Ensuring appropriate control measures are in place; Maintaining ongoing documentation of the investigation process and summarizing findings and updating all involved NYSDOH staff regularly; Coordinating and providing written summaries of all outbreak-associated conference calls; Regular monitoring of outbreak until its end, typically when: no further cases are identified after two incubation periods since last new case onset, exposure remediation when recommended is complete AND specified surveillance efforts have identified no further cases.</p>
Type of Staff	Public Health Professionals (Epidemiology).
Minimum Qualifications	Bachelor's degree and 2 years experience in epidemiology, infection control, investigation of communicable disease or other relevant experience; OR a Master's degree and 1 year experience, OR a NYS Licensed Registered Nurse with communicable/infection control experience.
Preferred Qualifications	Certification in Infection Control (CIC).
Required Certifications	None additional.
Location(s) of Work	Reviews will be conducted in the NYSDOH's New York City (covering the five boroughs), New Rochelle and Central Islip (covering Nassau, Suffolk, Westchester, Orange, Putnam, Rockland, Ulster, Sullivan, and Dutchess Counties) Offices.
Additional Requirements	None
Staff Training Requirements	In office and on-site as directed by the NYSDOH Regional Epidemiologist.

NYSDOH REGIONAL MAP



Transmittal Letter

Re: FAU # 0909230139

Date: <insert date here>

RFP Title: Communicable Disease and Infection Control Surveillance and Investigation

Dear Ms. Dubner:

This letter is to confirm the intent of <insert vendor name here> to comply with all the provisions required of RFP # 0909230139. I understand that failure to include this signed attestation with the Bid submission will result in disqualification.

By submitting this signed letter, <insert vendor name here> agrees to the following:

1. To provide a format that includes a "Table of Contents" with beginning page numbers for each subsection of the proposal;
2. To provide the name, title, address, phone number and e-mail address of the representative whom NYSDOH staff may contact during the review process;
3. To disclose any relationships and/or ownership interests that may represent a conflict of interest for the contractor and/or any subcontractors, to include but not limited to disclosure of relationships, including contracts with subcontractors or a statement that no such relationship or interest exists. In cases where such a relationship does exist, <insert vendor name here> will describe how the potential conflict of interest and/or disclosure of confidential information relating to this contract will be avoided;
4. Attests that <insert vendor name here> has the ability, willingness and readiness to provide the services defined in the above referenced RFP, and agrees to the proposed contract language as defined in the above referenced RFP and all its appendices;
5. Affirms that the proposal and all provisions of the Offer are to remain in effect for 240 calendar days commencing on the due date of the proposal;
6. Affirms that <insert vendor name here> does not discriminate in its employment practices with regard to race, creed, color, national origin, religion, age, sex disability or marital status, in accordance with 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;
7. Affirms that <insert vendor name here> will comply with regulations implementing the Drug-Free Workplace Act of 1988;
8. Affirms that <insert vendor name here> meets the criteria for the Federal Health Insurance Portability and Accountability Act (HIPAA) as found in the Business Associate agreement in the RFP, Appendix H; and
9. Attests to the accuracy and truthfulness of all information provided in the Bid submission.

Sincerely,

<insert signature of authorized agent>

<insert title of authorized agent>