

**NEW YORK STATE
DEPARTMENT of HEALTH**

Office of Public Health Practice

A Request for Proposal for:

Local Health Department Staff Training for Billing of Immunization Services

FAU#: 1102040408

Funded by:

AMERICAN RECOVERY AND REINVESTMENT ACT of 2009 (ARRA)

SCHEDULE OF KEY EVENTS

RFP Release Date	May 16, 2011
Written Questions Due	May 26, 2011
Letter of Interest Due (optional)	May 26, 2011
Response to Written Questions	June 1, 2011
Proposal Due Date	June 13, 2011

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

Designated Contacts:

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

Mr. Jonathan Mahar
NYS Department of Health
Grants and Procurement Unit
Corning Tower, Rm.1336
Empire State Plaza
ALBANY, NY 12237
Phone: (518) 474-7896
E-mail: jpm12@health.state.ny.us

Permissible Subject Matter Contacts:

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

1. Submission of written proposals or bids
2. Submission of Written Questions
3. Debriefings
4. Negotiation of Contract Terms after Award

Mr. Scott Coley, Project Coordinator
NYS Department of Health
Office of Public Health Practice
Corning Tower, Rm. 821
Empire State Plaza
ALBANY, NY 12237
Phone: (518) 473-4223
E-mail: svc18@health.state.ny.us

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

A. INTRODUCTION

New York's local health departments (LHDs) work in partnership with the New York State Department of Health (NYS DOH), health care practitioners, community agencies, and State-wide organizations to achieve New York State's "*Prevention Agenda toward the Healthiest State*" goals of ensuring that greater than 90% of the State's two-year old children are fully immunized, and that adult immunization rates are improved. These immunization goals are accomplished by performing assessments of physicians and clinics to improve rates, providing educational training for professionals, offering educational materials for the public, implementing a State-wide immunization registry, and enforcing school entrance requirements. New York's LHDs also play an important role in promoting vaccinations, organizing and hosting vaccination clinics as the vaccinators of last resort, and in executing their legal responsibility to respond to outbreaks of vaccine preventable diseases in their communities.

In 2008, the 57 LHDs outside of New York City (NYC) indicated in their state aid reports, spending almost \$13.5 million on immunization efforts, including Federal, State, and local sources of funding excluding vaccine purchased by the state and federal governments. Billing of commercial and publicly funded insurers by LHDs for vaccines administered to insured individuals will extend the services that can be provided with public health funding, and assure that public and private payers participate in financing New York's immunization program.

The New York State Office of Public Health Practice is issuing this request for proposals (RFP) as part of a Center for Disease Control and Prevention (CDC) funded initiative to improve the capacity of New York State LHDs to claim insurance reimbursement for their immunization services. The purpose of this RFP is to offer training to LHD billing staff to strengthen their current billing practices. The contractor will design the training content, provide web-based training sessions and make recordings available for future use on the NYS DOH Learning Management System (LMS, www.nylearnsph.com). This initiative is supported with funding from the American Recovery and Reinvestment Act (ARRA) of 2009. Specific and timely reporting will be required as a condition of award. These reporting requirements are detailed in Section C-3.a of this document and in Section II-C of the final AGREEMENT. In addition, because of the nature of ARRA funding, a special contract appendix will be included in any award agreement. Bidders should read Appendix ARRA – *Special Language for Contracts Funded in Whole or in Part by the American Recovery and Reinvestment Act* ([Attachment 13](#)) and familiarize themselves with the special requirements of this opportunity.

B. BACKGROUND

In 2009, LHDs provided at least 228,000 doses of vaccine, excluding 2009 H1N1 influenza immunizations. Over 110,000 of these doses were given to children, which account for five percent of the total doses given to children State-wide. The role of LHDs in immunization increased in response to the 2009 H1N1 influenza pandemic and is expected to continue in response to other emerging infections. With continued participation by LHDs in immunization and expected increases in the proportion of New York's citizens eligible for insurance coverage, capturing reimbursement for vaccine administration is critical.

The intended audience is LHD billing staff and their supervisors and managers in counties outside of New York City. The contractor will design the training content with input from the NYS DOH, provide web-based training sessions and make recordings available for future use on the NYS DOH Learning Management System (LMS, www.nylearnsph.com). All course materials and source files will be the property of the NYS DOH.

C. DETAILED SPECIFICATIONS

1. ELIGIBLE BIDDERS

Bidders demonstrating relevant experience related to commercial insurance and managed care billing by safety net providers will be given preference.

In addition:

- a. Eligible bidders must have a minimum of three years successful experience providing training related to billing for outpatient department services.
- b. Bidders should have:
 - Experience in developing training materials and courses,
 - Experience with all facets of medical insurance claims for public and commercial plans,
 - Experience with governmental agencies.

2. PERFORMANCE REQUIREMENTS

The Training Consultant will develop training materials on key aspects of billing practices that LHD staff need in order to establish and successfully manage billing systems that maximize insurance reimbursement. This training will be primarily directed to billing staff and managers. Public health program staff may also utilize trainings.

The training materials should be designed for delivery via live webinars. The webinars will be recorded and recordings as well as any source material will be supplied to the Department. The Department anticipates making these course recordings available to LHD staff after completion of the contract through the LMS (www.nylearnsph.com).

Contractors should ensure appropriate use of subject matter experts in the development and delivery of the courses.

Deliverables:

1. **Develop training materials** on the topics listed below. The successful bidder will develop the curriculum with input and guidance from NYS DOH.

The contractor will be expected to submit the training materials before training sessions are held and the Department will supply feedback before finalization. The contractor will be required to submit a finalized version of each training session after receiving Department feedback and before the first training session.

Topics to be covered in the training materials include the following:

- **Laws, regulations and policies** affecting LHD third party billing practices for immunizations. This includes policies of public insurers and common policies and requirements of insurance companies regarding clinic medical and billing practices.
- **Fee setting** including design and application of sliding fee scales.
- **Contracting** with insurance plans. This module will cover the business case for contracting, strategies and pitfalls in the contracting process.
- **Methods of claim submission.** This module will discuss the use of common claims submission methods including direct data entry, electronic batch submission, roster billing and the use of billing clearinghouses.
- **Eligibility determination.** Coverage verification and determination of eligibility for public programs and commercial insurance will be covered.
- **Coding conventions** for billing immunizations in New York for public and commercial insurers will be included.
- **Claims tracking, resubmission and appeals processes will be included.**
- **Revenue cycle management** including accounts receivable and monthly revenue reports will be included as they relate to insurance reimbursement for immunizations
- **Strategies for reducing claim denials will be covered.**

Topics will be covered as distinct modules to facilitate scheduling of webinars and development of online course material. Proposals should outline proposed content and training methods for each module.

Due to the variability in billing experience among New York's LHDs, the training sessions will be designed to be of value to those with little experience and those with extensive experience.

2. Prepare and submit a **training plan** to detail the webinar training session plans. This plan should include a schedule, the webinar connection information, staffing and any other pertinent information. This plan will be reviewed and approved by the Contract Administrator. Proposals

should address and be priced for the entire webinar series. The webinar content will not exceed 16 hours total. The modules must be administered during the contract period.

3. **Deliver** the immunization billing **training series** via webinars during the contract period. Trainers should be subject matter experts employed or retained by the contractor and have knowledge and experience with practical aspects of billing for immunization and other services that LHDs offer. The training should be designed to encourage learner participation and the trainers should be prepared to address specific participant questions. The contractor is expected to record and provide a transcript for each module.
4. **Develop online training modules** using course development material and webinar recordings. The modules will be maintained and administered by NYS DOH LMS.
 - Modules must be self-contained and consist of recorded webinar material supplemented with references for further information and self-tests on each topic. The recording will be done by the contractor and provided in a common file format.
 - The modules must include reference and self-test material.
 - Courses and course material, including all electronic source files, will be transferred to the Department. At the close of the contract, the Department will retain the right to use and distribute this material.

3. IMPLEMENTATION AND ADMINISTRATION

All work associated with these contracts including submission of reports and subsequent corrections must be completed no later than December 31, 2011.

a. **Reporting**

The contractor will be required to report progress to the contract manager in biweekly teleconferences (30 minutes to 1 hour) and additionally as needed. In addition, reports, specified in [Section C-2](#) of this document, are required.

Contractors will be responsible for completing the monthly ARRA 1512 Vendor Reports ([Attachment 14](#)).

b. **Staffing Requirements**

The Contractor must assign, to this project, a Contract Manager who will be the primary contact for the Project Coordinator and NYS DOH for the life of the contract. The Contract Manager will have the background and expertise to oversee the requirements of the contract and may also be part of the primary project staff. The Contract Manager will be available to meet with the NYS DOH Administrator in person or by teleconference.

The Contractor shall develop a personnel plan for the completion of the project and ensure that all staff assigned to the project possess sufficient current knowledge regarding the deliverables and maintain consistent performance to meet professional standards.

The contractor is expected to provide necessary subject matter experts for the delivery of each module.

c. **Data Security**

The Contractor will be responsible for maintaining the security of all data files and employ Federally approved methods of data encryption to prevent theft of personal and identifiable information. The Contractor is required to adhere to all requirements under the Health Insurance Portability and Accountability Act (HIPAA) and Family Educational Rights and Privacy Act (FERPA) for protection of data, including security, confidentiality, and transactions requirements.

d. **Contractor Payment**

Contractor payment will be based upon the completion of the project deliverables. Failure of the Contractor to meet the deliverables, outlined in this contract, will result in vouchers not being processed until they are met. Payment will be based on the receipt of summary reports related to the services provided to each LHD.

e. **Contract Period**

The contract resulting from this RFP is expected to be for a period of four (4) months, with an anticipated start date on or around August 31, 2011. This is an ARRA funded project, and all work related to this project, including correction of final reports, must be completed by December 31, 2011.

4. CONFLICT OF INTEREST

Bidders (or any sub-contractor) must disclose all business relationships with or ownership interest in entities, including but not limited to public or private insurance companies, organizations or trade associations representing such agencies in New York State, municipalities, and organizations representing such municipalities, or any other organization having a financial interest in the provision of services in the program. In cases where such relationship(s) exist, bidders must describe how the potential conflict of interest and/or disclosure of confidential information relating to this contract will be avoided.

NYS DOH reserves the right to reject bids, at its sole discretion, based on any potential conflict of interest.

D. PROPOSAL REQUIREMENTS

The requirements established by this RFP for proposal content and format will be used to evaluate the bidder's proposal. The bidder's compliance to the format prescribed herein as well as the bidder's response to each specific requirement and question stated in this RFP will be considered during the evaluation process. Each page of the proposal should be numbered consecutively from the beginning of the proposal through all appendices. The narrative should be double-spaced, using a 12-point font, with minimum one-inch margins on all sides. Reviewers will deduct up to 5 points for failure to follow formatting directions, including Technical Proposal requirements listed in [Section D-1](#) below.

Proposals should provide a concise and complete description of the bidder's ability to meet the requirements of the RFP. Bidders will submit proposals on paper and separately binding the two parts separately. Bidders must submit one (1) original and four (4) copies of the proposal plus and electronic version.

Both parts of the submitted proposal, Technical and Financial Proposals, are to be bound separately and identified with the name of the bidder and the NYS DOH Office of Public Health Practice.

NOTE: Bids in which the two parts are not separately bound will be rejected.

Part 1 – Technical Proposal

NOTE: No financial bid or pricing information will be included in the Technical Proposal.

Responses must address all Technical Proposal requirements listed in this section. The Technical Proposal consists of narrative descriptions of how the bidder will manage all aspects of the performance requirements of the contract as expressed in Performance Requirements [Section C-2](#).

Technical Proposals should not exceed 20 pages, including executive summary, organizational background, experience, and implementation. In addition, proposals cannot have more than ten (10) pages in appendices. Proposals that exceed these page limits will have 5 points deducted from their raw technical evaluation scores. Evaluators will be instructed not to read beyond these limits. Tables and figures may be used to summarize information to use space efficiently.

Each bidder's Technical Proposal must include the following distinct elements:

a. Transmittal Letter ([Attachment 7](#))

The bidder must include the Transmittal Letter, signed by an official authorized to bind the bidder to the provisions of this RFP. The Transmittal Letter must attest that the bidder has a minimum of three (3) years professional experience performing the relevant activities:

- o Providing professional development training related to billing insurance entities for outpatient department services.

The Transmittal Letter must also disclose any business relationships and/or ownership interest that may represent a conflict of interest for the bidder as described by the Conflict of Interest specifications of [Section C-4](#), or state that no conflict of interest relationship exists. In cases where such a relationship exists, the bidder must submit with the Transmittal Letter a description of how the potential conflict of interest and/or disclosure of confidential information relating to this contract will be avoided.

b. Technical Proposal Cover Sheet ([Attachment 5](#))

The bidder must submit a Cover Sheet for the Technical Proposal, signed by an official authorized to bind the bidder to the provisions of this RFP and the bidder's response. All relevant fields should be completed legibly to assure that the Evaluation Committee can contact the bidder for clarification of the bid contents.

c. Executive Summary

The bidder's Technical Proposal should contain an Executive Summary, describing the bidder's understanding of the performance requirements outlined in [Section C-2](#) of this RFP, how the bidder will organize and accomplish the relevant deliverables. The Executive Summary should contain concise declarative sentences summarizing the bidder's background relative to the experience specified in [Section C-1](#).

d. Organizational Background and Professional Experience

1. Provide a description of bidder's organization, business mission, headquarters, and branch office locations, parent and subsidiary organizations, and the relationships between bidder's organization and any parent or subsidiary. The bidder must include the number of years the organization has been in business, and a description of the organization's ability to meet the performance requirements, specifically the technologies, the special techniques, skills or abilities of the organization. A plan of the personnel, which is necessary to accomplish the contract requirements, should be provided with a discussion of the duties, responsibilities relevant credentials, and expertise. The Contract Manager must be identified in this section and possess sufficient current knowledge of the requirements of this RFP, while maintaining a level of performance consistent with the highest professional standards.

NOTE: The same organizational background and professional experience, described in D-1c, 1, must be provided for ALL subcontractors itemized in D-1c.

2. Describe in detail the bidder's experience performing training on billing, development of webinars and online course development, and/or improving insurance billing effectiveness and efficiency.

The bidder should include professional experience with any of the following: public health and safety net providers, billing systems for immunization, the Medicaid and Medicare Programs, and health insurance plans. Bidders should describe their plans for ensuring that appropriate subject matter experts will present each module.

Describe the work experience, credentials and other relevant background of the individuals who will be assigned to fulfill the staffing needs of the contract resulting from this RFP, and provide references for verification that may be contacted by NYS DOH. A discussion of staff experience in working with local public health departments, health clinics, third party payers and health insurance claims should be included.

All experience that is referenced should substantiate the bidder's qualifications and capabilities to perform this RFP's specifications as described in Section C.

The project(s) referenced in the description above must be specifically identified and the name of the customer shown, including the name, address and telephone number of the responsible official of the customer, company or agency who may be contacted by the NYS DOH.

NOTE: The same organizational background and professional experience described in D-1c (above) must be provided for all subcontractors itemized in D-1c, 3.

3. Provide the full name and address of any organization with which the bidder will subcontract for any services provided in the contract resulting from this RFP and the mechanisms for assuring its effective administration of the subcontract.

List dependable officers of each subcontractor, including those individuals authorized to negotiate for the subcontractor.

List any financial interest the bidder has in the proposed subcontractors. Evidence of a potential subcontractor's willingness to conduct the contract activities detailed in this RFP and to enter into sub-contractual arrangements to provide such services must be included.

Propose a detailed schedule and associated resources for completing the deliverables outlined in Section C-2, Performance Requirements.

e. Implementation and Administration

The contractor will be responsible for conducting all work necessary to meet the contract performance requirements. Provide a detailed description of the bidder's proposed plan to perform the contract requirements (Section C-2).

Describe how the proposal will help the Department accomplish the goals of this contract opportunity. The evaluation process will take into account the bidder's understanding of the role of local health departments in billing for immunizations and other services in New York State, and how this work relates to this role.

Include descriptions of how the bidder will address the deliverables, summarized below:

1. **Develop training materials** on the topics listed under deliverables on page 7. The successful bidder will develop the curriculum with input and guidance from NYS DOH.

2. Prepare and submit a **training plan** to detail the webinar training session plans.
3. **Deliver** the immunization billing **training series** via webinars.
4. **Develop online training modules.**

The proposal should include brief descriptions of how all necessary reports, monthly report and training materials will be produced, as well as an annotated timetable for completion of the deliverables.

Part 2 – Financial Proposal for Training

All bids must contain a Financial Proposal.

- a. Financial Proposal Cover Sheet ([Attachment 6](#))

Financial Proposal must include a Cover Sheet signed by an official authorized to bind the Bidder to the provisions of this RFP and the bidder's response. The Financial Proposal Cover Sheet includes an attestation that the bidder's Financial Proposal will remain valid for a minimum of 365 days from the *Local Health Department Staff Training for Billing of Immunization Services* for the NYS DOH Office of Public Health Practice — RFP proposal due date of June 13, 2011, prior to 4:00 pm EDT on that day. All relevant fields should be completed legibly to assure the evaluation committee can contact the bidder for clarification of bid contents.

- b. Financial Bid

Proposals must include a Bid Form ([Attachment 2](#)) and Bid Detail Form ([Attachment 3](#)) containing prices for contract deliverables rounded to two (2) decimal places. All costs associated with the contract activities should be included in prices listed on the Bid Detail Form, including but not limited to travel, personnel costs (including fringe expenses), overhead, supplies, and miscellaneous costs. NYS DOH is not able to reimburse for travel separately. The Bid Detail Form will be used to develop the schedule for contractor payment over the course of the contract. The Contractor will not be reimbursed for expenses incurred above what is listed on the Bid Form. The bidder is responsible to ensure all calculations, on the Bid Form and Bid Detail Form, are accurate. If a mathematical error in the totals, displayed on the Bid Form or Bid Detail Form, is identified, the NYS DOH will send a letter to the Bidder stating the error and what the correct figure(s) should be. The bidder will be required to sign and date the letter attesting that they agree to the corrected figure(s).

- c. M/WBE Procurement Forms ([Attachment 12](#))

Minority and Women-owned Business Enterprise forms should be included in the Financial Proposal.

- d. Vendor Responsibility Attestation

The bidder's Financial Proposal must also include the Vendor Responsibility Attestation ([Attachment 19](#)).

- e. OSC Vendor Responsibility Questionnaire ([Attachment 20](#))

The Vendor Responsibility Questionnaire must be completed online or on paper ([Attachment 20](#)) before submitting the RFP. See [Section F-10](#) of this RFP for full explanation and websites.

If the bidder completes the questionnaire online, a paper copy of the completed questionnaire should be added to the Financial Proposal of the RFP.

E. METHOD OF AWARD

Vendor Selection

This is a competitive procurement that will result in a contract to complete the contract deliverables and performance requirements, as stated in Section C-2. At the discretion of the NYS DOH, any and all proposals may be rejected.

In order to award a contract, the NYS DOH will select the bidder(s) who submit the proposal(s) offering the best value as determined by the combined scores of the Technical and Financial Proposals. The best value means awarding the contract for services to the bidder that optimizes quality, cost, and efficiency among all responsive and responsible bidders.

The bidder with the highest total combined scores, for the Technical Proposal and Financial Proposal, will be selected. There is a maximum achievable total combined score of 100 (Technical Proposal score of 70, plus Financial Proposal score of 30). Bidders will be ranked from high to low based on their total combined scores. The proposal with the highest rank will be selected.

1. Compliance Evaluation

All responses to the RFP will be subject to a Compliance Evaluation. Responses must pass the compliance evaluation in order to be eligible for further review. Proposals that fail the Compliance Evaluation will be eliminated from the competitive award process. The Compliance Evaluation will have a pass/fail screening including the following requirements:

- a. The bidder has indicated on the Transmittal Letter ([Attachment 7](#)) their organization has a minimum of three (3) years experience performing the relevant activities:
 - o Providing professional development training related to billing for outpatient department services insurance claims.
- b. The bidder and its subcontractors do not have a conflict of interest that will preclude them from performing this work objectively, as determined through material submitted with the Transmittal Letter ([Attachment 7](#)).
- c. The bid is submitted prior to the required deadline, contains signed Transmittal Letter, and contains signed Technical Proposal Cover Sheet ([Attachment 5](#)) and signed Financial Proposal Cover Sheet ([Attachment 6](#)).

In completing the Compliance Evaluation, the NYS DOH has the right to request clarification of information submitted in the proposal, as deemed necessary.

2. Evaluation Committees

The Evaluation Committee, made up of NYS DOH staff and assisted by other persons as NYS DOH deems necessary, will consist of two (2) evaluation teams to review proposals as follows:

a. Part 1 – Technical Proposal Score (Total 70 points)

The Technical Evaluation Team will consist of a minimum of three (3) program experts. The Technical Evaluators will evaluate and score proposals based on each bidder's ability to complete the performance requirements as described in this RFP. The evaluation will be based on the bidder's written Technical Proposal, and any responses to clarifying questions. The Technical Proposal will be scored on individual point scales appropriate for the information required. The highest score for each section will be awarded to bidders with responses that address all requested information completely. Bidders that do not address the requested information in any section will not receive any points for that section.

The Technical evaluation scores will be averaged to obtain one Technical score for each proposal. The following formula will be used to determine each bidder's final Technical Proposal score.

$t = (X / Y) \times 70$ where: X = technical score of proposal being scored;
Y = technical score of highest technical scoring proposal;
70 = maximum technical points available; and
t = normalized technical score for bidder being scored.

Technical Proposal Ranking	Average Technical Eval. Score	% of Score to Highest Score	Score (X) / Highest Score (Y) x 70	Final Score (t)
Highest score	65 (Y)	65/65 = 100%	1.000 x 70 = 70.0	70.0
2 nd highest score	55 (X)	55/65 = 84.6%	0.846 x 70 = 59.2	59.2
3 rd highest score	50 (X)	50/65 = 76.9%	0.769 x 70 = 53.8	53.8

b. Part 2 – Financial Proposal Score (30 points)

The Financial Evaluation Team will evaluate the Financial Proposal of each RFP. Scores ranging up to 30 points will be awarded to bidders by calculating the percentage that the lowest total bid (price or cost) is of the other bidders' total bid, then multiplying the percentage times the maximum score of 30.

Financial Proposal scoring will be determined based on total bid cost. The following formula will be used to determine each bidder's final score.

$t = (X / Y) \times 30$ where: X = total bid price of the lowest bid;
Y = total bid price of proposal being scored;
30 = maximum financial points available; and
t = normalized financial score for bidder being scored.

For example, the score of the three (3) highest scoring Financial Proposals would be calculated as follows:

Financial Proposal Ranking	Total Bid Price	% of Lowest Total Bid (Y/X)	% of Lowest Total Bid (Y/X) x 30	Final Score (t)
Lowest score	\$10 (Y)	10/10 = 100%	1.000 x 30 = 30.0	30.0
2 nd lowest score	\$20 (X)	10/20 = 50.0%	0.500 x 30 = 15.0	15.0
3 rd lowest score	\$30 (X)	10/30 = 33.3%	0.333 x 30 = 10.0	10.0

3. Selection Committee

The NYS DOH Office of Public Health Practice will collect and tabulate all evaluation scores from the separate teams of the Selection Committee: the Technical Evaluation Team and the Financial Evaluation Team. The final Technical score (ranging from 0-70 points) and the final Financial score (ranging from 0-30 points) will be added together to establish the proposal's final overall score (ranging from 0-100 points).

Proposals will be sorted with highest score first. The proposal with the highest overall score will be selected for the respective contract award. In the event of a tie in overall scores, the determining factor(s) for award, in descending order of importance will be:

- #1 Lowest bid or cost
- #2 Minority / Woman-owned Business Enterprise (MWBE) utilization
- #3 Experience (professional background)
- #4 References

F. **ADMINISTRATIVE**

1. Issuing Agency

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

2. Inquiries

Any questions concerning this solicitation must be directed to:

Attn: Mr. Scott Coley, Project Coordinator
NYS Department of Health
Office of Public Health Practice
Corning Tower, Rm. 821
Empire State Plaza
ALBANY, NY 12237

Questions and answers, as well as any RFP updates and/or modifications, will be posted on the Department of Health's website at: <http://www.health.ny.gov/funding/> by June 1, 2011. Bidders wishing to receive these documents via mail must send a request, in writing, to the Department at the address above.

3. Non-Mandatory Letter Of Intent To Bid

All potential bidders are strongly encouraged to complete and send in the Interest to Bid Letter ([Attachment 1](#)) by May 26, 2011, listed in the Schedule of Events on cover. Information obtained from the letters received will serve as a foundation for a comprehensive list of potential bidders. Any and all objections to the requirements in this RFP Plan must be raised and resolved in the question and answer period. Bidders are instructed not to include any assumptions or proposed changes to the RFP Plan's requirements in their proposal.

4. Submission of Proposals

Interested vendors should submit one (1) original and four (4) signed copies and electronic version on CD of their Bid Proposal, prior to 4:00 PM EDT, on June 13, 2011.

Responses to this solicitation should be clearly marked *Local Health Department Staff Training for Billing of Immunization Services* and directed to:

Attn: Mr. Scott Coley, Project Coordinator
NYS Department of Health
Office of Public Health Practice
Corning Tower, Rm. 821
Empire State Plaza
ALBANY, NY 12237

It is the bidders' responsibility to see that bids are delivered to Room 821, prior to the date and time of the bid due date. Late bids due to delay by the carrier or not received in the Department's mailroom in time for transmission to Room 821 will not be considered.

- a. The Bid Form ([Attachment 2](#)) must be filled out in its entirety.
- b. The responsible corporate officer for contract negotiation must be listed. This document must be signed by the responsible corporate officer.
- c. All evidence and documentation requested under Section D, Proposal Requirements must be provided at the time the proposal is submitted.

5. The Department of Health Reserves the Right to

- a. Reject any or all proposals received in response to 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.

6. Payment

After contract execution, the contractor(s) shall submit invoices and/or vouchers to the State's designated payment office:

Attn: Ms. Penelope Krebs, Project Fiscal Manager
NYS Department of Health
Office of Public Health Practice
Corning Tower, Rm. 821
Empire State Plaza
ALBANY, NY 12237

Payment for invoices and/or vouchers submitted by the Contractor(s) 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(s) 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 – 474-6019. Contractor(s) 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 and/or vouchers by NY State Department of Health (NYS DOH) shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms will be:

Contractor payment will be done through the submission of vouchers to the DOH's designated payment office after deliverable review according to Section C-3.a. The Voucher must follow the format provided by the NYS DOH. The amount allowed per voucher will be based on the financial proposal Bid Form submitted in response to this RFP. Vouchers will be due 30 days after the completion of deliverable review. Failure by the Contractor to meet the deliverables outlined in this RFP may result in vouchers not being processed until the deliverables are met.

Payment for vouchers and/or invoices submitted by the Contractor shall only be rendered electronically, unless payment by paper check is expressly authorized by the NYS DOH Commissioner, in the sole discretion of the Commissioner, due to extenuating circumstances. Electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's Office's policies and procedures for authorizing electronic payments. Authorization forms are available online in the State Comptroller's website: www.osc.state.ny.us/epay/index.htm , or by e-mail at epunit@osc.state.ny.us , or by telephone at 518 – 474-4032. The Contractor acknowledges it will not receive payment on any vouchers and/or invoices submitted under this contract if it does not comply with the electronic payment procedures of the State Comptroller's Office, except where the NYS DOH Commissioner has expressly authorized payment by paper check as set forth above.

This contract is funded by the American Recovery and Reinvestment Act of 2009 (ARRA). As such, special reporting requirements will be required before payments can be made. The special reports required are detailed in Attachment 14-D, of this document.

7. Term of Contract

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

This agreement shall be effective upon approval of the NYS Office of the State Comptroller. The contract period is expected to begin on August 31, 2011. The contract will end no later than December 31, 2011 and renewals or extensions will not be granted.

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

8. Debriefing

Once an award has been made, bidders may request a debriefing of their proposal. Please note the debriefing will be limited only to the strengths and weaknesses of the bidder's proposal, and will not include any discussion of other proposals. Requests must be received no later than ten (10) business days from date of award announcement.

9. 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/agenices/gbull/g_232.htm.

10. Vendor Responsibility Questionnaire

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866 – 370-4672 or 518 – 408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of Health or the Office of the State Comptroller for a copy of the paper form. Bidders must also complete and submit the Vendor Responsibility Attestation ([Attachment 19](#)).

11. State Consultant Services Reporting

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

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

Winning bidders must also agree to complete a “State Consultant Services Form B: Contractor's Annual Employment Report” for each state fiscal year included in the resulting contract. This report must be submitted annually to the Department of Health, the Office of the State Comptroller, and Department of Civil Service.

NOTE: Form A and Form B, both forms are included as attachments to this document ([Attachments 10 and 11, respectively](#))

12. Lobbying Statute

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

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

k. Establishes the Advisory Council on Procurement Lobbying.

Generally speaking, two related aspects of procurements were amended:

- (i) activities by the business and lobbying community seeking procurement contracts (through amendments to the Legislative Law), and
- (ii) activities involving governmental agencies establishing procurement contracts (through amendments to the State Finance Law).

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

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

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

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

14. 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/>

15. 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 ([Attachment 17](#)). Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its subcontractor(s), a new form (ST-220-TD) must be filed with DTF.

Contractor must complete and submit to the Department of Health the form ST-220-CA ([Attachment 18](#)) attached hereto, certifying that the contractor filed the ST-220-TD ([Attachment 17](#)) 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.

16. 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.

17. M/WBE Utilization Plan for Subcontracting and Purchasing (all M/WBE related forms included in [Attachment 14](#))

The Department of Health (DOH) encourages the use of Minority- and/or Woman-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%; Woman-owned – 5%). In order to assure a good-faith effort to attain this goal, the DOH requires that bidders complete the M/WBE Utilization Plan (Form part of [Attachment 12](#)) 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 Utilization Plan (Form part of [Attachment 12](#)) (or evidence of certified M/WBE status) may result in disqualification of the vendor from consideration for award.

G. 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 ([Attachment 15](#))
- ❑ 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 ([Attachment 16](#))
- ❑ APPENDIX ARRA – Language for Contracts Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009 (ARRA) ([Attachment 13](#))
- ❑ 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.
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 G – Notices
- ❑ Appendix H – Health Insurance Portability and Accountability Act (HIPAA), if applicable.
- ❑ Appendix X – Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

H. ATTACHMENT LIST

1. Interest to Bid Letter
2. Bid Form
3. Bid Detail Form
4. No Bid Form
5. Technical Proposal Cover Sheet
6. Financial Proposal Cover Sheet
7. Transmittal Letter
8. Proposal Checklist
9. Instructions for State Consultant Services Forms A and B
10. State Consultant Services Form A
Contractor's Planned Employment from Contract
Start Date through End of Contract Term
11. State Consultant Services Form B
Contractor's Annual Employment Report
12. M/WBE Procurement Forms
13. Appendix ARRA
Language for Contracts Funded in Whole or in Part by the
American Recovery and Reinvestment Act of 2009 (ARRA)
14. Special ARRA reports
15. Appendix A – Standard Clauses for All New York State Contracts
16. Appendix D – General Specifications
17. Form ST-220-TD
NYS Taxation and Finance Contractor Certification
18. Form ST-220-CA
NYS Taxation and Finance Contractor Certification
19. Vendor Responsibility Attestation
20. Vendor Responsibility Questionnaire

LETTER OF INTEREST TO BID

This letter of Interest to Bid should be mailed to the address below and received by May 26, 2011, or submitted via FAX to 518 – 473-8714 by May 26, 2011.

Attn: Mr. Scott Coley, Project Coordinator
NYS Dept. of Health
Office of Public Health Practice
Corning Tower, Rm. 821
Empire State Plaza
ALBANY, NY 12237

Dear Mr. Coley:

Re: FAU# 1102040408

has received the Request for Proposal:

Local Health Department Staff Training for Billing of Immunization Services

_____ (YES or NO), we intend to submit a proposal to the New York State Department of Health Office of Public Health Practice no later than and prior to 4:00 pm EDT, on June 13, 2011.

Sincerely,

SIGNATURE

DATE

TITLE OF OFFICIAL REPRESENTATIVE

ADDRESS:

CITY STATE ZIP

SIGNATURE

DATE

TITLE OF OFFICIAL REPRESENTATIVE

ADDRESS:

CITY STATE ZIP

**NEW YORK STATE
DEPARTMENT of HEALTH**

BID FORM

FAU# 1102040408

PROCUREMENT TITLE:

Local Health Department Staff Training for Billing of Immunization Services

Bidder Name: _____

Bidder Address: _____

Bidder Fed ID No: _____

A. _____
NAME OF OFFERER/BIDDER)

Bid: \$ _____

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

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

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

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

Please circle one: YES NO

If **YES**, please answer the next questions:

- a. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j

Please circle one: YES NO

- b. 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 one: YES NO

- c. 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)

- 2. a. 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 one: YES NO

- b. 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.

Please circle one: YES NO

D. This 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 NYS Taxation and Finance Contractor Certification Form ST-220.

2. A completed NYS 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

**NEW YORK STATE
DEPARTMENT of HEALTH**

BID DETAIL FORM

FAU# 1102040408

<i>Local Health Department Staff Training for Billing of Immunization Services</i>	
Deliverables	Cost
1. Develop training materials on the topics listed below. The successful bidder will develop the curriculum with input and guidance from NYS DOH.	
2. Prepare and submit a training plan to detail the webinar training session plans	
3. Deliver the immunization billing training series via webinars.	
4. Develop online training modules.	
TOTAL	

**NEW YORK STATE
DEPARTMENT of HEALTH**

NO-BID FORM

FAU# 1102040408

PROCUREMENT TITLE: *Local Health Department Staff Training for Billing of Immunization Services*

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

We do not provide the requested services. Please remove our firm from your mailing list

We are unable to bid at this time because:

Please retain our firm on your mailing list.

OFFICER SIGNATURE

DATE

OFFICER TITLE

TELEPHONE

E-MAIL ADDRESS

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

**NEW YORK STATE
DEPARTMENT of HEALTH**

TECHNICAL PROPOSAL COVER SHEET

Local Health Department Staff Training for Billing of Immunization Services

FAU# 1102040408

NAME OF BIDDER (<i>Legal name as it would appear on a contract</i>)	
MAILING ADDRESS (<i>PO Box, Street, City, State, Zip Code</i>)	
FEDERAL EMPLOYEES IDENTIFICATION NUMBER:	NYS CHARITY REGISTRATION NUMBER:
Person authorized to act as the contractor for this firm in matters regarding this proposal:	
PRINTED/TYPED NAME (<i>First, Last</i>):	TITLE:
TELEPHONE NUMBER:	FAX NUMBER:
E-MAIL:	
Person authorized to obligate this firm in matters regarding this proposal or the resulting contract:	
PRINTED/TYPED NAME (<i>First, Last</i>):	TITLE:
TELEPHONE NUMBER:	FAX NUMBER:
E-MAIL:	
(CORPORATIONS) Name of person authorized by the Board of Directors to sign this proposal on behalf of the Board:	
PRINTED/TYPED NAME (<i>First, Last</i>):	TITLE:
SIGNATURE OF BIDDER OR AUTHORIZED REPRESENTATIVE	DATE

**NEW YORK STATE
DEPARTMENT OF HEALTH**

FINANCIAL PROPOSAL COVER SHEET

Local Health Department Staff Training for Billing of Immunization Services

FAU# 1102040408

NAME OF BIDDER (<i>Legal name as it would appear on a contract</i>)	
MAILING ADDRESS (<i>PO Box, Street, City, State, Zip Code</i>)	
FEDERAL EMPLOYEES IDENTIFICATION NUMBER:	NYS CHARITY REGISTRATION NUMBER:
Person authorized to act as the contractor for this firm in matters regarding this proposal:	
PRINTED/TYPED NAME (<i>First, Last</i>):	TITLE:
TELEPHONE NUMBER:	FAX NUMBER:
E-MAIL:	
Person authorized to obligate this firm in matters regarding this proposal or the resulting contract:	
PRINTED/TYPED NAME (<i>First, Last</i>):	TITLE:
TELEPHONE NUMBER:	FAX NUMBER:
E-MAIL:	
(CORPORATIONS) Name of person authorized by the Board of Directors to sign this proposal on behalf of the Board:	
PRINTED/TYPED NAME (<i>First, Last</i>):	TITLE:
SIGNATURE OF BIDDER OR AUTHORIZED REPRESENTATIVE	DATE

By signing this form the above Bidder or Authorized Representative attests that the bid submitted on the Bid Form ([Attachment 2](#)) will remain valid for a minimum of 365 days from the RFP due date.

**NEW YORK STATE
DEPARTMENT of HEALTH**

TRANSMITTAL LETTER

[This should be 1st page of **Part 1 – Technical Proposal**]

Local Health Department Staff Training for Billing of Immunization Services

FAU# 1102040408

I attest to at least one of the following bid requirements:

The bidding entity has a minimum of three (3) years experience providing professional development training related to billing insurance entities for outpatient department services.

Circle one: **YES** **NO**

Does the bidding entity or its proposal subcontractors have a business relationship(s) and/or ownership interest that may represent a potential conflict of interest for the Bidder as described by the Conflict of Interest specifications of Section C-4 of this RFP

Circle one: **YES** **NO**

If *yes*, please attach to this Transmittal Letter a description of all such relationships with a brief narrative of how the potential conflict of interest and/or the disclosure of confidential information relating to this contract will be avoided.

** answering yes to the above question will not automatically disqualify the Bidder. Each business relationship detailed will be reviewed to determine if a conflict of interest exists that would prohibit the NYS DOH from awarding the contract to the Bidder.*

Person authorized to obligate this firm in matters regarding this proposal or the resulting contract:	
PRINTED/TYPED NAME (<i>First, Last</i>):	TITLE:
TELEPHONE NUMBER:	FAX NUMBER:
E-MAIL:	
(CORPORATIONS) Name of person authorized by the Board of Directors to sign this proposal on behalf of the Board:	
PRINTED/TYPED NAME (<i>First, Last</i>):	TITLE:
SIGNATURE OF BIDDER OR AUTHORIZED REPRESENTATIVE	DATE

**NEW YORK STATE
DEPARTMENT OF HEALTH**

CHECKLIST FOR PROPOSAL SUBMISSION

Checklist for RFP submission: For Bidder's use – NOT to be included in the Proposal.

Local Health Department Staff Training for Billing of Immunization Services

FAU# 1102040408

Include in Part 1 – Technical Proposal:

- Technical Proposal Cover Sheet (Attachment 5)** – completed, signed, dated, and included when submitting **Part 1 – Technical Proposal**.
- Transmittal Letter (Attachment 7)** – completed, signed, dated, and included when submitting **Part 1 – Technical Proposal**.
If a potential Conflict of Interest is noted, a description of the relationships that cause the potential must be included with the Transmittal Letter – a narrative of how the potential Conflict of Interest and/or the disclosure of confidential information relating to the contract will be avoided.
- Submit a signed original plus four (4) copies and electronic version on compact disk.

Include in Part 2 – Financial Proposal:

- Financial Proposal Cover Sheet (Attachment 6)** – completed, signed, dated, and included when submitting **Part 2 – Financial Proposal**.
- Bid Form (Attachment 2)** – completed, signed, dated, and included when submitting **Part 2 – Financial Proposal**.
- Bid Detail Form (Attachment 3)** – completed, signed, dated, and included when submitting **Part 2 – Financial Proposal**.
- M/WBE (see Attachment 12)** – the forms that are pertinent to your RFP are to be completed, signed, dated, and included when submitting **Part 2 – Financial Proposal**.
- Submit a signed original plus four (4) copies and electronic version on compact disk.
- Vendor Responsibility Attestation (Attachment 19)** – completed, signed, dated, and included with the Financial Proposal submitted.
- OSC Vendor Responsibility Questionnaire (Attachment 20)** – hard copy should be included with the Financial Proposal or completed online unless the bidding entity is exempt.

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 the May 15th of each year to the following three addresses:

1. The designated payment office (DPO) outlined in the consulting contract.

2. Attn: Consultant Reporting
NYS Office of the State Comptroller
Bureau of Contracts
110 State Street
ALBANY, NY 12236

or via fax to - (518) 474-8030 or (518) 473-8808

3. Attn: Consultant Reporting
NYS Department of Civil Service
Alfred E. Smith Office Building
ALBANY, NY 12239

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, online at www.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:**Contractor's Planned Employment from Contract Start Date through End of Contract Term**

State Consultant Services

FORM A**OSC Use Only**

Reporting Code:

Category Code:

Date Contract Approved:

Contractor's Planned Employment**From Contract Start Date through End of Contract Term**New York State Department of Health
Contractor's Name:Agency Code: 12000

Contract Number:

Contract Start Date: 08/31/2011Contract End Date: 12/31/2011

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

Name of person who prepared this report:

Title:

Phone #:

Preparer's signature:

Date Prepared:

(use additional pages if necessary)

Page ____ of ____

State Consultant Services Form B:**Contractor's Planned Employment from Contract Start Date through End of Contract Term**

State Consultant Services

FORM B

OSC Use Only

Reporting Code:

Category Code:

Date Contract Approved:

Contractor's Planned EmploymentReport Period: **April 1, _____ to March 31, _____**

New York State Department of Health

Agency Code: 12000

Contract Number:

Contract Start Date: 08/31/2011Contract End Date: 12/31/2011

Contractor's Name:

Contractor's Address:

Description of Services:

Scope of Contract (Choose one that best fits):

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

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

Name of person who prepared this report:

Title:

Phone #:

Preparer's signature:

Date Prepared:

(use additional pages if necessary)

Page ____ of ____

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. Woman-owned Business Enterprise Information
4. M/WBE Utilization Plan
5. M/WBE Letter of Intent to Participate
6. M/WBE Staffing Plan

**NEW YORK STATE
DEPARTMENT of HEALTH**

BIDDERS PROPOSED M/WBE UTILIZATION PLAN

Bidder Name:	
RFP Title:	RFP Number

Description of Plan to Meet M/WBE Goals

PROJECTED M/WBE USAGE

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

NEW YORK STATE
DEPARTMENT of HEALTH

MINORITY-OWNED BUSINESS ENTERPRISE (MBE) INFORMATION

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

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

**NEW YORK STATE
DEPARTMENT of HEALTH**

WOMAN-OWNED BUSINESS ENTERPRISE (WBE) INFORMATION

In order to achieve the WBE Goals, bidder expects to subcontract with New York State certified WOMAN-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**

M/WBE UTILIZATION PLAN

Agency Contract: _____ Telephone: _____

Contract Number: _____ Dollar Value: _____

Date Bid: _____ Date Let: _____ Completion Date: _____

Contract Awardee/Recipient:

NAME

ADDRESS

TELEPHONE

Description of Contract/Project Location:

Subcontractors Purchase with Majority Vendors:

Participation Goals Anticipated: _____ % MBE _____ % WBE

Participation Goals Achieved: _____ % MBE _____ % WBE

Subcontractors/Suppliers:

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

Contractor's Agreement: My firm proposes to use the MBEs listed on this form

Prepared By: (Signature of Contractor)	Print Contractor's Name:	Telephone #:	Date:
---	--------------------------	--------------	-------

Grant Recipient Affirmative Action Officer Signature (If applicable):

FOR OFFICE USE ONLY

Reviewed: By:	Date:
---------------	-------

M/WBE Firms Certified: _____ Not Certified: _____

CBO: _____ MCBO: _____

**NEW YORK STATE
DEPARTMENT of HEALTH**

MWBE ONLY

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

To: _____ Federal ID Number: _____
NAME OF CONTRACTOR

Proposal/ Contract Number: _____

Contract Scope of Work: _____

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

Name of MWBE: _____

Address: _____

Federal ID Number: _____

Telephone Number: _____

Designation:

MBE - Subcontractor

WBE - Subcontractor

MBE - Supplier

WBE - Subcontractor

Joint venture with:

Name: _____

Address: _____

Fed ID Number: _____

Joint venture with:

Name: _____

Address: _____

Fed ID Number: _____

Are you New York State Certified MWBE? YES NO

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

at the following price: \$ _____

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

Date Proposal/ Contract to be Started: _____

Date Proposal/ Contract to be Completed: _____

Date Supplies ordered: _____ Delivery Date: _____

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

DATE

SIGNATURE OF M/WBE CONTRACTOR

PRINTED/TYPED NAME OF M/WBE CONTRACTOR

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

This form is to be submitted with bid attached to the Subcontractor's Information Form in a sealed envelope for each certified Minority / Woman-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 _____

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

NAME _____

TITLE _____

DATE _____

APPENDIX ARRA — VENDOR

Special Language for Contracts

Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009 (ARRA)*

A. REGISTRATION REQUIREMENTS - DUNS

CONTRACTOR agrees to obtain a Data Universal Numbering System (DUNS) number (or update its existing DUNS record) as a condition for receiving this award.

For all documentation related to this AGREEMENT, the CONTRACTOR shall:

(a) Provide the annotation “DUNS” or “DUNS+4” followed by the DUNS number or “DUNS+4” that identifies the CONTRACTOR’s name and address exactly as stated in the AGREEMENT. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the CONTRACTOR to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts .

(b) Contact Dun and Bradstreet directly to obtain a DUNS number, if it does not already have one.

(1) A CONTRACTOR may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the CONTRACTOR does not have internet access, it may call Dun and Bradstreet at 1-866 – 705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The CONTRACTOR should indicate that it is an CONTRACTOR for a New York State Government contract when contacting the local Dun and Bradstreet office.

(c) The CONTRACTOR should be prepared to provide the following information to either obtain a DUNS number or to update its existing DUNS record:

- (1) Company legal business name.
- (2) Trade style, doing business, or other name by which your entity is commonly recognized.
- (3) Company physical street address, city, state and ZIP Code.
- (4) Company mailing address, city, state and ZIP Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

B. WAGE RATES

Notwithstanding any other provision of law ,and in a manner consistent with other provisions in the ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by, or assisted in whole or in part by and through the Federal Government pursuant to the ARRA, shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor, in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and Section 3145 of Title 40, United States Code.

C. USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS

Consistent with Section 1605 of the ARRA, the CONTRACTOR agrees to the following conditions:

- (a) None of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.
- (b) Subsection (a) shall not apply in any case or category of cases in which the head of the Federal department or agency involved finds that:
 - (1) Applying subsection (a) would be inconsistent with the public interest;
 - (2) Iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
 - (3) Inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.
- (c) If the head of a Federal department or agency determines that it is necessary to waive the application of subsection (a) based on a finding under subsection (b), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.
- (d) This section shall be applied in a manner consistent with United States obligations under international agreements.

D. SPECIAL REPORTING REQUIREMENTS

In addition to regular Department of Health reporting requirements, the CONTRACTOR will be required to provide additional information related to this AGREEMENT. In accordance with Section 1512(c) of the ARRA, which requires, as a condition of receipt of funds, regular reporting on the use of funds, and the data elements of the Federal Funding Accountability and Transparency Act of 2006, as amended, CONTRACTORS that receive awards funded in whole or in part by the ARRA, must report information to the STATE **monthly**. Information to be reported may include but not be limited to the following:

- (1) The name of the project or activity;
- (2) The dollar amount of CONTRACTOR invoices;
- (3) The supplies delivered and/or services performed;
- (4) An assessment of the completion status of the project or activity;
- (5) An estimate of the number of jobs created and the number of jobs retained as a result of the ARRA funds;
- (6) The names and total compensation of each of the five most highly compensated officers for the calendar year in which the contract is awarded;
- (7) Specific information on first -tier subcontractors.

The CONTRACTOR will maintain detailed records of its expenditure of ARRA funds in connection with this AGREEMENT and submit reports as requested by the STATE. The STATE, as recipient of funds under the ARRA, is subject to timely reporting requirements and oversight by federal agency inspectors. In addition to the detailed reports required in this AGREEMENT, the STATE may request additional reports at its discretion.

Payment for services rendered will be contingent on timely submission of the required reports.

The CONTRACTOR is also responsible for holding all sub-contractors to these reporting requirements.

Specific reporting requirements are detailed in Section II-C of the AGREEMENT.

E. FEDERAL OVERSIGHT

The following ARRA Sections are incorporated into this AGREEMENT:

SEC. 902. ACCESS OF GOVERNMENT ACCOUNTABILITY OFFICE.

(a) ACCESS.—Each contract awarded using funds made available in this Act shall provide that the Comptroller General and his representatives are authorized to:

- (1) Examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) Interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

(b) RELATIONSHIP TO EXISTING AUTHORITY.—Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

SEC. 1514. INSPECTOR GENERAL REVIEWS.

(a) REVIEWS.—Any inspector general of a Federal department or executive agency shall review, as appropriate, any concerns raised by the public about specific investments using funds made available in this Act. Any findings of such reviews not related to an ongoing criminal proceeding shall be relayed immediately to the head of the department or agency concerned. In addition, the findings of such reviews, along with any audits conducted by any inspector general of funds made available in this Act, shall be posted on the inspector general's website and linked to the website established by section 1526, except that portions of reports may be redacted to the extent the portions would disclose information that is protected from public disclosure under sections 552 and 552a of title 5, United States Code.

SEC. 1515. ACCESS OF OFFICES OF INSPECTOR GENERAL TO CERTAIN RECORDS AND EMPLOYEES.

(a) ACCESS.—With respect to each contract or grant awarded using covered funds, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized to:

- (1) Examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or subgrant; and
- (2) Interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

(b) RELATIONSHIP TO EXISTING AUTHORITY.—Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an inspector general.

F. WHISTLEBLOWER PROTECTIONS

The CONTRACTOR shall post notice of employees' rights and remedies for whistleblower protections under Section 1553 of the ARRA. The substance of this clause shall be included in all subcontracts. At minimum, the posting shall include the following information:

Section 1553 of Division A, Title XV of the American Recovery and Reinvestment Act of 2009, P.L. 111-5, provides protections for certain individuals who make specified disclosures relating to Recovery Act funds. Any non-federal employer receiving recovery funds is required to post a notice of the rights and remedies provided under this section of the Act.

Who is protected?

Employees of non-federal employers receiving recovery funds, including state and local governments, contractors, subcontractors, grantees or professional membership organizations acting in the interest of recovery fund recipients.

What are whistleblowers protected from?

Covered employees are protected from being discharged, demoted, or otherwise discriminated against as a reprisal for making a protected disclosure.

What kinds of disclosures are protected?

To be protected, the disclosure must be made by the employee to the Recovery Accountability and Transparency Board, an Inspector General, the Comptroller General, a member of Congress, a state or federal regulatory or law enforcement agency, a person with supervisory authority over the employee, a court or grand jury, or the head of a federal agency or his/her representatives.

In addition, the disclosure must involve information that the employee believes is evidence of:

- gross mismanagement of an agency contract or grant relating to recovery funds;*
- a gross waste of recovery funds;*
- a substantial and specific danger to public health or safety related to the implementation or use of recovery funds;*
- an abuse of authority related to the implementation or use of recovery funds; or*
- a violation of law, rule, or regulation related to an agency contract or grant awarded or issued relating to recovery funds.*

How to report a whistleblower reprisal complaint:

If you have a whistleblower reprisal complaint please refer to the Agency Fraud Hotlines page for links to the Inspectors General (<http://www.recovery.gov/?q=content/agency-fraud-hotlines>).

G. MALFEASANCE

CONTRACTORS or sub-contractors awarded funds made available under the ARRA shall promptly refer to an appropriate inspector general any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

H. CIVIL RIGHTS OBLIGATIONS

Recipients and sub-recipients of ARRA funds or other Federal financial assistance must comply with Title VI of the Civil Rights Act of 1964 (prohibiting race, color, and national origin discrimination), Section 504 of the Rehabilitation Act of 1973 (prohibiting disability discrimination), Title IX of the Education Amendments of 1972 (prohibiting sex discrimination in education and training programs), the Age Discrimination Act of 1975 (prohibiting age discrimination in the provision of services), and a variety of program-specific statutes with nondiscrimination requirements.

Other civil rights laws may impose additional requirements on recipients and sub-recipients. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religious, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting discriminatory housing practices based upon race, color, religion, sex, national origin, disability, or familial status), as well as any other applicable civil rights laws.

I. PUBLICATION

Information gathered from this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. This Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code or under any other applicable law or regulation.

J. ONE-TIME FUNDING

ARRA funding provided for this AGREEMENT should be considered one-time funding and may not be available beyond the dates included in the AGREEMENT. All payments by the STATE will be contingent upon receipt of timely and acceptable reports as required in the AGREEMENT.

K. JOB POSTING REQUIREMENTS

The CONTRACTOR shall post any jobs that it creates or seeks to fill as a result of this ARRA funding on the New York State Department of Labor website (www.labor.ny.gov) in addition to any other postings made. Any advertisements posted for such jobs or positions must indicate ARRA funding.

* This Appendix incorporates language mandated by Governor David A. Paterson in his May 27, 2009 executive memorandum to State Agencies that Administer ARRA Funds (Rider A).

**NEW YORK STATE
DEPARTMENT of HEALTH**

**SPECIAL ARRA REPORTING – PROCUREMENTS (“Prime Vendors”)
MONTHLY DATA ELEMENTS**

December 30, 2009

These instructions supplement the ARRA reporting guidance available on the federal Recovery.gov website. Contractors should review the materials provided on the Recovery.gov website, relevant Federal Register notices, and the further guidance listed below for a full understanding of reporting requirements under the Recovery Act. These instructions build on publications issued by the Office of Management and Budget, including those referenced below.

For questions relating to these instructions, contact:

doharrareporting@health.state.ny.us – or your contract administrator.

For further guidance, please review:

1. OMB June 22 guidance on reporting:
http://www.whitehouse.gov/omb/assets/memoranda_fy2009/m09-21.pdf
2. Frequently Asked Questions to expand on the guidance:
http://www.whitehouse.gov/omb/recovery_faqs/
3. Data dictionary describing data elements required in reports:
<http://www.recovery.gov/?1=content/recipient-reporting>
4. OMB December 18, 2009 Updated Guidance on the American Recovery and Reinvestment Act – Data Quality, Non-Reporting Recipients, and Reporting of Job Estimates:
http://www.whitehouse.gov/omb/assets/memoranda_2010/m10-08.pdf

Instructions for completing Special ARRA Reporting – Procurements Template

The *Special ARRA Reporting – Procurements* template provides the data elements and format for monthly ARRA grant reporting. ARRA Section 1512 requires DOH (“prime recipient”) to submit quarterly reports on expenditures, performance status, and job creation for each ARRA grant received. This template captures contractor (“prime vendor”) information that DOH will either report directly on OMB’s Federal Reporting Template – Grants and Loans or use to support DOH inputs. DOH may alter the data elements and formats in this template at any time. In addition, DOH will be making an Excel version of this template available and will strongly encourage electronic submission of this template to DOH when the Excel version is available.

ARRA Grant #: Federal grant number assigned to prime recipient.

Project Period: Contract period as indicated on DOH contract with prime vendor.

Prime Vendor Name: Legal name of prime vendor.

Prime vendor DUNS#: Prime vendor organization’s 9-digit Data Universal Numbering System (DUNS) number.

Report Month and Year: Month and year for which report is being submitted.

Final Report: Indicate whether the report is the last report for the project.

Prime Vendor – Jobs Created or Retained: Prime vendors must list hours worked for each job created or retained as a result of ARRA funding for this grant project. The points below offer general guidance; refer to the federal websites listed above for a more comprehensive review of ARRA jobs reporting requirements.

1. A job created is a new position created and filled, or an existing unfilled position that is filled, that is funded by the Recovery Act.
2. A job retained is an existing position that is now funded by the Recovery Act.
3. A funded job is one in which the wages and salaries are either paid for or will be reimbursed with Recovery Act funding. Note that a job is paid initially with non-Recovery Act dollars may be reported as created or retained as long as such dollars eventually will be reimbursed with Recovery Act funds for the jobs being reported. For example, a prime vendor may decide to begin hiring new employees as

soon as they are notified of the amount of their ARRA contract, but before Recovery Act dollars are received or expended. If, in this situation, if the non-Recovery Act dollars that are paying the wages of the new employees were used as an advance on the Recovery Act dollars awarded, the prime vendor can appropriately report these jobs as created or retained.

4. Part-time jobs can be reported, subject to the above conditions.
5. Prime vendors should not attempt to report on the employment impact upon materials suppliers and central service providers (so-called “indirect” jobs) or on the local community (“induced” jobs).
6. Only include jobs created in the United States, the District of Columbia, and outlying areas.

Employee Name:

Last name, first name of employee working in a job fully or partially funded by ARRA dollars.

Job Title:

Position title assigned by prime vendor organization.

Type of Work:

Select a classification to describe the job created or retained. A list of type of work classifications will be provided by the DOH contract manager.

Standard Hours in Full-time Schedule:

Number of paid work days in payroll reporting period **X** number of paid hours in a standard full-time day.

ARRA Funded Hours:

Number of hours employees worked in which salaries and wages were either paid for or will be reimbursed with Recovery Act funds. Include all Recovery Act funded hours, including vacation, holiday, and sick time. If the employee’s job was only partially funded by the Recovery Act, count only those hours funded by the ARRA. If the prime vendor does not have specific funding source information for each individual employee, calculate the proportion of Recovery Act funding against the full funding for each position. Use that proportion as the basis for calculating a proportionate share of Recovery Act funded hours. Use this proportionate share of hours as the amount reported.

Comments on Job Impact:

Additional information regarding determination of hours worked, jobs impact beyond specific positions listed, basis for determining proportionate shares for jobs on projects with multiple funding sources, plans for reimbursement by Recovery Act funds if salaries and wages for reported jobs have not yet been paid for by the ARRA funds, explanation if expected job creation or retention did not occur, or other information pertinent to the job impact of the ARRA contract.

Supporting Documentation Submitted to DOH:

Prime vendors must maintain documentation to substantiate that the salaries and wages, for jobs created or retained by the ARRA contract, are either paid for or will be reimbursed with ARRA monies. Enter “Y”, if prime vendor has provided NYS DOH with appropriate documentation for hours reported.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments 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. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

eq.) 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 Section 165 of the State Finance Law, (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 Street, 7th Floor
Albany, NY 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 Street, 2nd Floor
Albany, NY 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. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. 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). **23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are

complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

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.
- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. **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:
- 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;
 - 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.

- H. 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.
- I. 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.

J. 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.

- K. 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, system 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.

L. 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 of 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.

M. No Subcontracting

Subcontracting by the contractor shall not be permitted except by prior written approval and knowledge of the Department of Health.

N. 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.

O. 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.

P. 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.

Q. 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 judgment 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 judgment 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 WOMAN-OWNED BUSINESS POLICY STATEMENT

The New York State Department of Health recognizes the need to take affirmative action to ensure that Minority / Woman-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 Woman-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 there from 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 there from sustained by two or more persons in any one occurrence, and not less than \$500,000 for damages arising out of damage to or destruction of property during any single occurrence and not less than \$1,000,000 aggregate for damages arising out of damage to or destruction of property during the policy period.
 - i. Contractor's Liability Insurance issued to and covering the liability of the successful bidder with respect to all work performed by it under this proposal and the contract.
 - ii. Protective Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.
 - iii. Automobile Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.

Y. Certification Regarding Debarment and Suspension

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

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

1. Appendix B to Part 76-Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

Instructions for Certification

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to

whom 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. the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, and
 - b. 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; NY 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.

ST-220-TD – Contractor Certification

- A. The following four (4) pages are the pages constitute the ST-220-TD Form from New York State Department of Taxation and Finance

- B. Instructions are included on the form.



Contractor Certification

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

ST-220-TD

(6/06)

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

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

General information

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

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

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

Mail completed form to:

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

Privacy notification

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

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

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

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

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

Need help?

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

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

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

To order forms and publications: 1 800 462-8100

Sales Tax Information Center: 1 800 698-2909

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

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

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

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

Make only one entry in each section below.

Section 1 — Contractor registration status

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

Section 2 — Affiliate registration status

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

Section 3 — Subcontractor registration status

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

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Individual, Corporation, Partnership, or LLC Acknowledgment

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

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

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

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

Notary Public

Registration No. _____

ST-220-CA – Contractor Certification to Covered Agency

- A. The following two (2) pages are the pages constitute the ST-220-CA Form from New York State Department of Taxation and Finance.

- B. Instructions are included on the form.



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.

VENDOR RESPONSIBILITY ATTESTATION

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

Choose one:

- An on-line Vender Responsibility Questionnaire has been updated or created at OSC's website: <https://portal.osc.state.ny.us> within the last six (6) 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: _____

OSC Vendor Responsibility Questionnaire

- A. The following nine (9) pages are the Questionnaire to be included with your **Part 2 – Financial Proposal**, if not completed online at the OSC website.

- B. If the Questionnaire is completed online at the OSC website, please include a page titled: **OSC Vendor Responsibility Questionnaire and the date completed online.**

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT BUSINESS ENTITY

You have selected the For-Profit Non-Construction questionnaire which may be printed and completed in this format or, for your convenience, may be completed online using the New York State VendRep System.

COMPLETION & CERTIFICATION

The person(s) completing the questionnaire must be knowledgeable about the vendor's business and operations. An owner or officer must certify the questionnaire and the signature must be notarized.

DEFINITIONS

All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," found at <http://www.osc.state.ny.us/vendrep/documents/definitions.pdf>. These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

RESPONSES

Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

REPORTING ENTITY

Each vendor must indicate if the questionnaire is filed on behalf of the entire Legal Business Entity or an Organizational Unit within or operating under the authority of the Legal Business Entity and having the same EIN. Generally, the Organizational Unit option may be appropriate for a vendor that meets the definition of "Reporting Entity" but due to the size and complexity of the Legal Business Entity, is best able to provide the required information for the Organizational Unit, while providing more limited information for other parts of the Legal Business Entity and Associated Entities.

ASSOCIATED ENTITY

An Associated Entity is one that owns or controls the Reporting Entity or any entity owned or controlled by the Reporting Entity. However, the term Associated Entity does **not** include "sibling organizations" (i.e., entities owned or controlled by a parent company that owns or controls the Reporting Entity), unless such sibling entity has a direct relationship with or impact on the Reporting Entity.

STRUCTURE OF THE QUESTIONNAIRE

The questionnaire is organized into eleven sections. Section I is to be completed for the Legal Business Entity. Section II requires the vendor to specify the Reporting Entity for the questionnaire. Section III refers to the individuals of the Reporting Entity, while Sections IV-VIII require information about the Reporting Entity. Section IX pertains to any Associated Entities, with one question about their Officials/Owners. Section X relates to disclosure under the Freedom of Information Law (FOIL). Section XI requires an authorized contact for the questionnaire information.

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT BUSINESS ENTITY

I. LEGAL BUSINESS ENTITY INFORMATION			
<u>Legal Business Entity Name*</u>		<u>EIN</u> (Enter 9 digits, without hyphen)	
Address of the <u>Principal Place of Business</u> (street, city, state, zip code)		Telephone ext.	Fax
E-mail		Website	
Additional <u>Legal Business Entity Identities</u> : If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , Other Identity, or <u>EIN</u> used in the last five (5) years and the status (active or inactive).			
Type	Name	EIN	Status
1.0 <u>Legal Business Entity Type</u> – Check appropriate box and provide additional information:			
<input type="checkbox"/> <u>Corporation</u> (including <u>PC</u>)		Date of Incorporation	
<input type="checkbox"/> <u>Limited Liability Company</u> (<u>LLC</u> or <u>PLLC</u>)		Date of Organization	
<input type="checkbox"/> <u>Partnership</u> (including <u>LLP</u> , <u>LP</u> or <u>General</u>)		Date of Registration or Establishment	
<input type="checkbox"/> <u>Sole Proprietor</u>		How many years in business?	
<input type="checkbox"/> Other		Date Established	
If Other, explain:			
1.1 Was the <u>Legal Business Entity</u> formed or incorporated in New York State?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If ‘No,’ indicate jurisdiction where <u>Legal Business Entity</u> was formed or incorporated and attach a <u>Certificate of Good Standing</u> from the applicable jurisdiction or provide an explanation if a <u>Certificate of Good Standing</u> is not available.			
<input type="checkbox"/> United States State _____			
<input type="checkbox"/> Other Country _____			
Explain, if not available:			
1.2 Is the <u>Legal Business Entity</u> publicly traded?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” provide <u>CIK Code</u> or Ticker Symbol			
1.3 Does the <u>Legal Business Entity</u> have a <u>DUNS Number</u> ?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” Enter <u>DUNS Number</u>			

*All underlined terms are defined in the “New York State Vendor Responsibility Definitions List,” which can be found at <http://www.osc.state.ny.us/vendrep/documents/definitions.pdf>.

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT BUSINESS ENTITY

I. LEGAL BUSINESS ENTITY INFORMATION		
1.4 If the <u>Legal Business Entity</u> 's <u>Principal Place of Business</u> is not in New York State, does the <u>Legal Business Entity</u> maintain an office in New York State? (Select "N/A," if <u>Principal Place of Business</u> is in New York State.)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
If "Yes," provide the address and telephone number for one office located in New York State.		
1.5 Is the <u>Legal Business Entity</u> a New York State certified <u>Minority-Owned Business Enterprise</u> (MBE), <u>Women-Owned Business Enterprise</u> (WBE), <u>New York State Small Business</u> (SB) or a federally certified <u>Disadvantaged Business Enterprise</u> (DBE)? If "Yes," check all that apply: <ul style="list-style-type: none"> <input type="checkbox"/> New York State certified <u>Minority-Owned Business Enterprise</u> (MBE) <input type="checkbox"/> New York State certified <u>Women-Owned Business Enterprise</u> (WBE) <input type="checkbox"/> <u>New York State Small Business</u> (SB) <input type="checkbox"/> Federally certified <u>Disadvantaged Business Enterprise</u> (DBE) 	<input type="checkbox"/> Yes <input type="checkbox"/> No	
1.6 Identify <u>Officials</u> and <u>Principal Owners</u> , if applicable. For each person, include name, title and percentage of ownership. Attach additional pages if necessary. If applicable, reference to relevant SEC filing(s) containing the required information is optional.		
Name	Title	Percentage Ownership (<i>Enter 0% if not applicable</i>)

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT BUSINESS ENTITY

II. REPORTING ENTITY INFORMATION

The Reporting Entity for this questionnaire is:

Note: Select only one.

Legal Business Entity

Note: If selecting this option, "Reporting Entity" refers to the entire Legal Business Entity for the remainder of the questionnaire. (SKIP THE REMAINDER OF SECTION II AND PROCEED WITH SECTION III.)

Organizational Unit within and operating under the authority of the Legal Business Entity

SEE DEFINITIONS OF "REPORTING ENTITY" AND "ORGANIZATIONAL UNIT" FOR ADDITIONAL INFORMATION ON CRITERIA TO QUALIFY FOR THIS SELECTION.

Note: If selecting this option, "Reporting Entity" refers to the Organizational Unit within the Legal Business Entity for the remainder of the questionnaire. (COMPLETE THE REMAINDER OF SECTION II AND ALL REMAINING SECTIONS OF THIS QUESTIONNAIRE.)

IDENTIFYING INFORMATION

a) Reporting Entity Name

Address of the Primary Place of Business (street, city, state, zip code)

Telephone

ext.

b) Describe the relationship of the Reporting Entity to the Legal Business Entity

c) Attach an organizational chart

d) Does the Reporting Entity have a DUNS Number?

Yes No

If "Yes," enter DUNS Number

e) Identify the designated manager(s) responsible for the business of the Reporting Entity. For each person, include name and title. Attach additional pages if necessary.

Name	Title

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

INSTRUCTIONS FOR SECTIONS III THROUGH VII

For each "Yes," provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). For each "Other," provide an explanation which provides the basis for not definitively responding "Yes" or "No." Provide the explanation at the end of the section or attach additional sheets with numbered responses, including the Reporting Entity name at the top of any attached pages.

III. LEADERSHIP INTEGRITY WITHIN THE PAST FIVE (5) YEARS, HAS ANY CURRENT OR FORMER REPORTING ENTITY OFFICIAL OR ANY INDIVIDUAL CURRENTLY OR FORMERLY HAVING THE AUTHORITY TO SIGN, EXECUTE OR APPROVE BIDS, PROPOSALS, CONTRACTS OR SUPPORTING DOCUMENTATION ON BEHALF OF THE REPORTING ENTITY	
3.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.1 <u>Suspended, debarred, or disqualified</u> from any <u>government contracting process</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.2 The subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a <u>judgment</u> for: a) Any business-related activity; or b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
For each "Yes" or "Other" explain:	

IV. INTEGRITY – CONTRACT BIDDING WITHIN THE PAST FIVE (5) YEARS, HAS THE REPORTING ENTITY:	
4.0 Been <u>suspended</u> or <u>debarred</u> from any <u>government contracting process</u> or been <u>disqualified</u> on any government procurement, permit, license, concession, franchise or lease, including, but not limited to, <u>debarment</u> for a violation of New York State Workers' Compensation or Prevailing Wage laws or New York State Procurement Lobbying Law?	<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 <u>non-responsibility finding</u> by a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.3 Had a low bid rejected on a <u>government contract</u> for failure to <u>make good faith efforts</u> on any <u>Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise</u> goal or <u>statutory affirmative action requirements</u> 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 <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.5 Initiated a request to withdraw a bid submitted to a <u>government entity</u> in lieu of responding to an information request or subsequent to a formal request to appear before the <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes," explain:	

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

V. INTEGRITY – CONTRACT AWARD WITHIN THE PAST FIVE (5) YEARS, HAS THE REPORTING ENTITY:	
5.0 Been <u>suspended</u> , cancelled or <u>terminated for cause</u> on any <u>government contract</u> including, but not limited to, a <u>non-responsibility finding</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.1 Been subject to an <u>administrative proceeding</u> or civil action seeking specific performance or restitution in connection with any <u>government contract</u> ?	<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 <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each “Yes,” explain:	

VI. CERTIFICATIONS/LICENSES WITHIN THE PAST FIVE (5) YEARS, HAS THE REPORTING ENTITY:	
6.0 Had a revocation, <u>suspension</u> or <u>disbarment</u> 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 <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or federal certification of <u>Disadvantaged Business Enterprise</u> status for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each “Yes,” explain:	

VII. LEGAL PROCEEDINGS WITHIN THE PAST FIVE (5) YEARS, HAS THE REPORTING ENTITY:	
7.0 Been the subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> 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, <u>judgment</u> 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 <u>serious or willful</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation or any other willful violation of New York State Labor Law?	<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 received an enforcement determination by any <u>government entity</u> involving a violation of federal, state or local environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.5 Other than previously disclosed: a) Been subject to fines or penalties imposed by <u>government entities</u> which in the aggregate total \$25,000 or more; or b) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each “Yes,” explain:	

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

VIII. FINANCIAL AND ORGANIZATIONAL CAPACITY	
8.0 Within the past five (5) years, has the <u>Reporting Entity</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), relevant dates, the <u>government entity</u> involved, 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.	
8.1 Within the past five (5) years, has the <u>Reporting Entity</u> had any <u>liquidated damages</u> assessed over \$25,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), 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.	
8.2 Within the past five (5) years, have any <u>liens</u> or <u>judgments</u> (not including UCC filings) over \$25,000 been filed against the <u>Reporting Entity</u> which remain undischarged?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), relevant dates, the Lien holder or Claimant's name(s), the amount of the <u>lien(s)</u> and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.3 In the last seven (7) years, has the <u>Reporting Entity</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide 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.	
8.4 During the past three (3) years, has the <u>Reporting Entity</u> failed to file or pay any tax returns required by <u>federal</u> , state or local tax laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the <u>Reporting Entity</u> failed to file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with numbered responses.	
8.5 During the past three (3) years, has the <u>Reporting Entity</u> failed to file or pay any New York State unemployment insurance returns?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the years the <u>Reporting Entity</u> 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.	
8.6 During the past three (3) years, has the <u>Reporting Entity</u> had any <u>government audit(s)</u> completed?	<input type="checkbox"/> Yes <input type="checkbox"/> No
a) If "Yes," did any audit of the <u>Reporting Entity</u> identify any reported significant deficiencies in internal control, fraud, illegal acts, significant violations of provisions of contract or grant agreements, significant abuse or any <u>material disallowance</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to 8.6 a), provide an explanation of the issue(s), relevant dates, the <u>government entity</u> involved, 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. ASSOCIATED ENTITIES THIS SECTION PERTAINS TO ANY ENTITY(IES) THAT EITHER CONTROLS OR IS CONTROLLED BY THE REPORTING ENTITY. (SEE DEFINITION OF "ASSOCIATED ENTITY" FOR ADDITIONAL INFORMATION TO COMPLETE THIS SECTION.)	
9.0 Does the <u>Reporting Entity</u> have any <u>Associated Entities</u> ? Note: All questions in this section must be answered if the <u>Reporting Entity</u> is either: – An <u>Organizational Unit</u> ; or – The entire <u>Legal Business Entity</u> which controls, or is controlled by, any other entity(ies). If "No," SKIP THE REMAINDER OF SECTION IX AND PROCEED WITH SECTION X.	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.1 Within the past five (5) years, has any <u>Associated Entity Official</u> or <u>Principal Owner</u> been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a <u>judgment</u> for: a) Any business-related activity; or b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), the individual involved, his/her title and role in the <u>Associated Entity</u> , his/her relationship to the <u>Reporting Entity</u> , relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
9.2 Does any <u>Associated Entity</u> have any currently undischarged <u>federal</u> , New York State, New York City or New York local government <u>liens</u> or <u>judgments</u> (not including UCC filings) over \$50,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), identify the <u>Associated Entity</u> 's name(s), <u>EIN</u> (s), primary business activity, relationship to the <u>Reporting Entity</u> , relevant dates, the Lien holder or Claimant's name(s), the amount of the <u>lien</u> (s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.3 Within the past five (5) years, has any <u>Associated Entity</u> :	
a) Been <u>disqualified</u> , <u>suspended</u> or <u>debarred</u> from any <u>federal</u> , New York State, New York City or other New York local <u>government contracting process</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b) Been denied a contract award or had a bid rejected based upon a <u>non-responsibility finding</u> by any <u>federal</u> , New York State, New York City, or New York local <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
c) Been <u>suspended</u> , <u>cancelled</u> or <u>terminated for cause</u> (including for <u>non-responsibility</u>) on any <u>federal</u> , New York State, New York City or New York local <u>government contract</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
d) Been the subject of an <u>investigation</u> , whether open or closed, by any <u>federal</u> , New York State, New York City, or New York local <u>government entity</u> for a civil or criminal violation with a penalty in excess of \$500,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
e) Been the subject of an indictment, grant of immunity, <u>judgment</u> , or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input type="checkbox"/> No
f) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any <u>federal</u> , New York State, New York City, or New York local <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
g) Initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes," provide an explanation of the issue(s), identify the <u>Associated Entity</u> 's name(s), <u>EIN</u> (s), primary business activity, relationship to the <u>Reporting Entity</u> , relevant dates, the <u>government entity</u> involved, 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)

<p>10. 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.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>Indicate the question number(s) and explain the basis for the claim.</p>	

XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE

Name	Telephone ext.	Fax
Title	Email	

**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 Reporting 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 Reporting 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 Reporting Entity; and
- is under obligation to update the information provided herein to include any material changes to the Reporting 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 _____

Reporting Entity Name _____

Address _____

City, State, Zip _____

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

_____ Notary Public