

NEW YORK STATE DEPARTMENT OF HEALTH

A Request for Proposal for

New York State Tobacco Control Program

RFP 1110110505

**Independent Evaluation of the
New York State Tobacco Control Program**

Schedule of Key Events

RFP Release Date	September 12, 2012
Written Questions Due	September 26, 2012
Letter of Interest Due (optional)	September 26, 2012
Response to Written Questions	October 10, 2012
Proposal Due Date	October 23, 2012

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

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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:

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

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A. INTRODUCTION

This request for proposals (RFP) seeks a vendor to develop and implement a five year evaluation plan that will build on and advance previous independent evaluation services consistent with the evolution of the New York State Department of Health (Department) Tobacco Control Program (TCP) and the tobacco control environment in New York State (NYS). The new evaluation plan should be informed by, but does not have to mirror, prior evaluation planning and activities. The Department is looking for innovative ways to evaluate the impact of the TCP in NYS.

The Health Care Reform Act of 2000 (HCRA 2000) created the Tobacco Use Prevention and Control Program within the Department “to improve the health, quality of life, and economic well-being of all New York citizens” (Public Health Law Section 1399-ii).

Section 1399 jj (HCRA 2000, Public Health Law Section 1399-jj) further specifies that “the Department shall conduct an independent evaluation of the statewide tobacco use prevention and control program under Section-1399 ii of this article. The purpose of this evaluation is to direct the most efficient allocation of state resources devoted to tobacco education and cessation to accomplish the maximum prevention and reduction of tobacco use among minors and adults. Such evaluation shall be provided to the governor, the majority leader of the senate and the speaker of the assembly on or before September first, two thousand one, and annually on or before such date thereafter. The comprehensive evaluation design shall be guided by the following:

- Sound evaluation principles including, to the extent feasible, elements of controlled experimental methods;
- An evaluation of the comparative effectiveness of individual program designs which shall be used in funding decisions and program modifications; and
- An evaluation of other programs identified by state agencies.”

Independent evaluation services were competitively procured and contracted for a five year period beginning January 2003 and again in January 2008.

B. BACKGROUND

Preventing and reducing tobacco use are the most important public health actions that can be taken to improve the health of New Yorkers. Tobacco addiction is the leading preventable cause of morbidity and mortality in New York and in the United States (U.S.). Cigarette use, alone, results in an estimated 440,000 deaths each year in the U.S., and 25,000 deaths in NYS. At any one time, there are estimated to be 570,000 New Yorkers afflicted with serious disease directly attributable to their smoking. The list of illnesses caused by tobacco use is long and contains many of the most common causes of death. These include many forms of cancer (e.g., lung and oral), cardiovascular diseases (e.g., heart disease and stroke) and other lung diseases (e.g., chronic bronchitis and emphysema).

Nonsmokers who breathe the smoke from other peoples’ cigarettes also suffer adverse health

consequences related to their exposure to tobacco smoke. According to the U.S. Department of Health and Human Services (DHHS), Centers for Disease Control and Prevention (CDC), researchers have identified more than 4,000 chemicals in tobacco smoke, including at least 43 that cause cancer in humans and animals. The US Environmental Protection Agency estimates that environmental tobacco smoke, also called secondhand smoke, causes approximately 62,000 deaths each year among non-smokers in the U.S., including 3,000 deaths each year from lung cancer. An estimated 300,000 children across the nation develop lower respiratory tract infections each year as a result of exposure to secondhand smoke, with approximately 15,000 of these children hospitalized each year due to their infections. Exposure to secondhand smoke is a primary cause of asthma and acute asthmatic events among children. Tobacco smoke also has a direct impact on the health of the developing fetus. Women who smoke during pregnancy have a higher incidence of delivering low birth weight babies, a leading cause of infant death.

In State Fiscal Year 2011-12, the TCP operated with a total of \$43.4 million in funding from two sources: state funds (\$41.4 million) and the CDC (\$2.0 million). The program was built upon a foundation of community action established during the National Cancer Institute-funded Project ASSIST (1991-1999) and is based on the coordinated, comprehensive, statewide approach to tobacco control promoted and funded by the CDC beginning in 1999. The program uses a policy-driven, population-based approach designed to prevent initiation of tobacco use, reduce current use of tobacco products through promotion of cessation, reduce the social acceptability of tobacco use, and eliminate exposure to secondhand smoke. It employs a three-pronged strategy:

- 1) **Community Action** to support community organizations, youth and others to implement policies and systems changes that establish and support a tobacco-free norm and, de-normalize tobacco use;
- 2) **Public Health Communications** to motivate tobacco users to quit, increase awareness of the dangers of secondhand smoke, expose tobacco industry marketing practices, de-glamorize tobacco use and promote effective tobacco control community policies; and
- 3) **Cessation** approaches to engage health care systems, insurers and employers to increase provision of and coverage for tobacco dependence treatment. While recognizing that most tobacco users quit without assistance, the TCP provides cessation support and services through the NYS Smokers' Quitline.

The Program's activities follow recommendations from the National Cancer Institute's *Strategies to Control Tobacco Use in the United States: A Blueprint for Public Health Action in the 1990s*; CDC's *Best Practices for Comprehensive Tobacco Control Programs*; the Surgeon General's report on *Reducing Tobacco Use: A Report of the Surgeon General*; and the Task Force on Community Preventive Services *Guide to Community Preventive Services: Tobacco Use Prevention and Control*.

The evaluation of TCP should adhere to the general guidelines for evaluation of tobacco control programs provided by such documents as CDC's *Introduction to Program Evaluation for Comprehensive Tobacco Control Programs*, *Key Outcome Indicators for Evaluating Comprehensive Tobacco Control Programs*, *Introduction to Process Evaluation in Tobacco Use Prevention and Control*, and DHHS's *Treating Tobacco Use and Dependence: Clinical Practice*

Guidelines and its 2008 Update.

Community Action Areas

- Community Partnerships for Tobacco Control
- Reality Check Youth Action Programs

Rather than directly adopting tobacco control policies, TCP community contractors, including Community Partnerships for Tobacco Control and Reality Check Youth Action Programs, foster community environments that are supportive of policies that support and reinforce the tobacco-free norm. Contractors accomplish this by implementing a coordinated set of strategies to build public, political and organizational support for tobacco control policies. By effectively educating and mobilizing the public, and educating government and organizational policy-makers, communities become receptive to or even demand strong tobacco control policies. Through these strategies, Community Partnerships and Reality Check contractors advance community policies to help realize our vision of all New Yorkers living in a tobacco-free society.

The TCP monitors the extent to which contractors are effectively implementing the community transformation strategies.

Community Partnerships for Tobacco Control. Current efforts to change community environments and attitudes and de-normalize tobacco use include funding 34 community partnerships covering all 62 NYS counties. Community Partnerships foster community environments that are supportive of policy change. Community Partnerships implement a coordinated set of strategies designed to build public, political and organizational support for policies that support and reinforce a tobacco-free norm. Community Partnerships are transforming communities through tobacco free outdoor policy change (public parks, beaches, playgrounds, clubs, college campuses and outdoor areas of businesses, including hospitals and other medical facilities, other grounds, recreation areas, and in proximity to building entryways); policy change requiring that tobacco products be kept out of consumer view in retail establishments; and policy change for tobacco free multi-unit housing. Community partnerships have been successful in promoting initiatives to strengthen clean indoor air laws, product placement laws, and youth access laws and penalties. Partnerships have implemented multi-media campaigns, community events and other activities to inform, educate, engage and empower the general population in order to decrease the social acceptability of tobacco use.

Reality Check Youth Action Programs. The TCP funds 16 Reality Check programs with youth organizations throughout the state, including county health departments and community-based organizations. These programs seek to engage youth to counter the tobacco industry and its deceptive marketing practices. Reality Check works to change community norms regarding tobacco use through civic action engaging middle and high school aged youth from all economic and cultural backgrounds in activities aimed at de-glamorizing and de-normalizing tobacco use in their communities. Branded under the name Reality Check, program initiatives have included community education linked to social action, media advocacy, media and community events, and advocacy with organizational decision makers to obtain pro-tobacco control policies and resolutions.

Public Health Communications

The TCP uses mass media, public relations and media advocacy to motivate tobacco users to quit, increase awareness of the dangers of secondhand smoke, expose tobacco industry propaganda, de-glamorize tobacco use and promote effective tobacco control community policies. The public health communications campaigns may consist of television, radio, billboard, internet, and print advertising. Selection of ads has been informed by previous work of the independent evaluator from pre-testing of advertisements and research that shows the differential impact of high-sensation ads.

Counter-marketing efforts seek to expose the promotional strategies employed by the tobacco industry, de-glamorize tobacco use, and build and sustain anti-industry community sentiment. The counter-marketing efforts support local activities as part of a statewide initiative, reinforce and enhance partner actions and messages at the local level, and provide support for partner community education efforts.

Paid advertising and news coverage of tobacco events support the TCP and state and community partner efforts to advance tobacco control by educating the community and key community leaders and keeping the tobacco problem on the public agenda.

Cessation Support and Services Action Areas

- Smokers' Quitline
- Tobacco Cessation Centers
- Medicaid coverage of pharmacotherapies for cessation

The TCP funds the New York State Smokers' Quitline which provides cessation information and referral services to people who call the toll-free number 1-866-NY-QUITS (1-866-697-8487). The Quitline receives approximately 100,000 calls per year and has documented high quit rates among the subset of callers who speak with an intervention specialist. The Quitline also operates the New York State Smokers' Quitsite which provides web-based smoking cessation services.

The TCP funds 19 Cessation Centers that work with health care institutions, organizations and providers to implement systems to screen all patients for tobacco use and prompt providers to offer brief advice to quit and assistance with quitting to those who use tobacco.

Although not funded by the TCP, Medicaid coverage of over-the-counter and prescription cessation therapies are complemented by recently adopted coverage for cessation counseling for Medicaid-enrolled New Yorkers. These covered services play an important role in addressing access to cessation services in a population with a high rate of tobacco use.

C. SPECIFICATIONS

Bidders may review several previous annual Independent Evaluation Reports and other topical reports online at:

http://www.health.ny.gov/prevention/tobacco_control/reports_brochures_fact-sheets.htm

1. Requirements and Deliverables

The framework for the Independent Evaluation requirements and deliverable activities are as follows:

A. Requirement

1. Security Requirements
2. Staffing Plan
3. References

B. Deliverables

1. Evaluation Studies
2. Surveillance Activities
3. Web-based Monitoring of Contractors
4. Reports and Manuscripts

Costs associated with the required staffing plan will not be separately listed but will be subsumed under the costs for all deliverables. Also, note that in several instances bidders are asked to frame the proposal around a certain number of deliverables (e.g., “propose 2 studies to evaluate Cessation Centers”). Be aware that the final contract may ask for a different number of studies and over time, the number of studies may change due to the changing nature of tobacco control in NYS and availability of funding.

Bidders should review prior independent evaluation reports for content, especially reports from 2009 and later (See past independent evaluation reports at http://www.health.ny.gov/prevention/tobacco_control/reports_brochures_fact-sheets.htm). However, the program is seeking innovative evaluation ideas and bidders should not be constrained by projects previously conducted except where specifically requested below.

A. Requirements

1. Security Requirements

The Department of Health requires all vendors to respond to security related questions as they pertain to the security requirements included in the RFP. The Security Requirements Response (attachment 15) must be included in the technical proposal in order for the proposal to be considered for review.

The winning bidder will be required to include a Security Plan that details how they will meet each of the security requirements included in the RFP as a first deliverable that must be approved by the Department of Health for the resulting contract to continue.

2. Staffing Plan

Each bidder must provide a staffing plan that exhibits sufficient capacity and expertise to conduct the proposed evaluation studies, complete a useful and relevant annual evaluation report on time, complete other reports and publishable manuscripts, conduct effective surveillance activities in a timely way, and provide sufficient oversight of the entire project while

maintaining excellent communication between the evaluator and all components of the TCP. Staff leadership must have an excellent understanding of tobacco control science and practice and be capable of quickly developing an understanding of the TCP and New York-specific issues that might enhance or inhibit TCP success.

As part of the staffing plan outlined above and in section D.2.b, a proposed staffing plan must include:

A full-time project coordinator dedicated 100% to the NYS contract to ensure:

- Timely completion of all deliverables.
- Timely submission of all deliverables for Department review.
- Timely submission of annual scope of work and budget.
- Timely submission of payment vouchers to proper Department personnel, and

A full-time evaluation liaison able to meet approximately bimonthly face-to-face with TCP program and evaluation staff and TCP contractors. The evaluation liaison must be able to:

- Meet face-to-face at least every other month with program and evaluation staff in Albany.
- Along with other relevant evaluation staff from the selected contractor, participate in weekly conference calls with TCP evaluation and leadership staff.
- Serve as the primary contact for communicating information regarding programmatic/contractor activities to the evaluation team.
- Take primary responsibility for ensuring that a web-based reporting system for contractors is designed and implemented based on program and evaluation team requirements.
- Provide direct training to contractors and staff regarding use of the web-based reporting system.

3. References

Provide at least three and no more than six references, at least two must be current clients. Include contact name, address and phone number. (See Attachment 13, References--Client List.)

B. Deliverables

The proposal should frame the deliverables around the following statutory requirements while addressing the needs of the TCP:

- “direct the most efficient allocation of state resources”
- “accomplish the maximum prevention and reduction of tobacco use among minors and adults”

This is accomplished by the use of:

- “sound evaluation principles including...elements of controlled experimental methods” and,
- by measuring “the comparative effectiveness of individual program designs...[to be] used

in funding decisions and program modifications”

Deliverable 1: Security Plan

The Department of Health requires a clear explanation on how each NYSDOH security requirement will be fulfilled. This deliverable is must be approved by NYSDOH Chief Information Security Officer for the contract to continue. (See attachments 16 and 17 at <http://www.health.ny.gov/funding>). This information is not required for the proposal, but will be a deliverable upon awarding of the contract.)

Deliverable 2: Evaluation Studies

Studies described in this section include evaluation of paid media campaigns, NY Smoker's Quitline evaluation, and evaluation of community programs.

a. Media Tracking and Evaluation Studies

The TCP invests in paid advertising on television, radio, print, the Internet, and other venues to educate New Yorkers about the health risks of tobacco use and the dangers of secondhand smoke and to motivate smokers to quit. Paid advertising is also the key driver of calls to the New York State Smokers' Quitline (QL) and is used strategically to support tobacco control policy. This significant investment requires careful planning and evaluation.

Historically, pre-testing and formative research have allowed the program to select ads that are likely to have the greatest impact on the targeted audience. Typically, the program selects ads that have “high” sensation value, defined as using strong emotional appeals and intense graphic content that research has shown are more likely to move a targeted audience to act (e.g., smokers to make a quit attempt or smokers and nonsmokers to alter their attitude towards tobacco policies). When media campaigns are implemented, it is important to measure ad reach as measured by confirmed awareness, audience reaction, and audience receptivity to ads.

The number of calls to the QL in any given month has also been used as an indicator of the effectiveness of the TCP's television media campaign since television ads conclude with information about QL services and encouragement to call and there is a direct correlation between gross rating points (measure of media campaign reach) and QL activity.

For the purposes of this proposal, assume pre-testing/formative research of 12 ads annually and a campaign of 8 ads annually. The bidder should be prepared to:

- Conduct formative research and pre-testing studies to inform choice of ads and messages
- Monitor the implementation of the media plan with systematic tracking
- Measure audience reactions and receptivity to paid public health advertising
- Track calls to the QL as a function of media campaign reach
- Provide recommendations to adjust and/or approve paid public health marketing efforts

b. NYS Smoker's Quitline Evaluation

The program has operated the NYS Smoker's Quitline since 2000 and the online Quitsite since

2006. Currently the Quitline is operated by a contract from the Department to Roswell Park Cancer Institute. The Quitline provides free and confidential evidence-based smoking cessation services to residents of NY.

Smokers can contact the Quitline through its toll free phone number or through the Quitsite (<http://www.nysmokefree.com>). The telephone portion of the Quitline provides cessation counseling with trained specialists, distributes free Nicotine Replacement Therapy (NRT), sets up health care provider and workplace referral programs, provides automated recorded cessation messages, and provides free printed cessation materials. Smokers can also request free NRT by visiting the Quitsite but cessation counseling is not provided. Instead, smokers can join moderated chat rooms to discuss cessation strategies.

The Quitline maintains a database on all callers and collects caller demographics, information on services provided, caller smoking history and readiness to quit, measures of satisfaction and cessation rates. Through 2008, 3 and 12 month follow up interviews were conducted. Beginning in 2010, a single 7 month follow up has been conducted.

Evaluation of the Quitline services is the responsibility of the bidder and is expected to follow evaluation guidelines provided by the North American Quitline Consortium (NAQC). Information about the NAQC can be found on their website at <http://www.naquitline.org/>. Evaluation focuses on measurement of the reach, utilization, and effectiveness of smoking cessation services provided by the Quitline. Reach is the proportion of adult smokers using an evidence-based quit service from the Quitline. Utilization is overall use of Quitline and Quitsite services. Effectiveness is the impact on cessation attempts and sustained cessation.

Currently, the evaluation sample consists of adults who received a specific minimal level of service from the program which includes having talked to a Quitline coach by telephone or having enrolled for services through the Quitsite. A telephone or web-based survey is conducted 7 months following enrollment sampling about 30 phone clients and 29 web clients weekly. A \$20 incentive is given to those completing the survey and the sample of completes is expected to be about 1600.

For the purposes of this proposal, the bidder should design a study that gathers, cleans and analyzes data on the reach, utilization and effectiveness of smoking cessation services offered through the Quitline and Quitsite. The evaluation must conform with NAQC standard methodology for evaluating telephone Quitlines. Of particular interest are data on 7-day and 30-day point prevalence estimates to calculate quit rates among all Quitline clients using the telephone Quitline, and clients using the Quitsite. The Quitline study will include evaluation of specific Quitline services including counseling, free NRT distribution, use, and effectiveness for Medicaid and Uninsured clients, and requests for cessation information. A copy of the most recent survey instrument can be found at www.nyhealth.gov/funding.

c. Community Programs – Cessation Centers

As noted earlier, Cessation Centers work with health care institutions, organizations and providers to implement systems to screen all patients for tobacco use and prompt providers to offer brief advice to quit and assistance with quitting to those who use tobacco. Although working with provider practices in general is important, focusing on disproportionately affected

populations is a priority. As such, Cessation Centers will be working with Federally Qualified Health Centers (FQHC) and with the Personalized Recovery-Oriented Services (PROS) programs of the Office of Mental Health. For more information on FQHCs, see: <https://www.cms.gov/center/fqhc.asp>. For more information on PROS programs, see: <http://www.omh.ny.gov/omhweb/pros/>. Cessation Centers will collaborate with these programs to improve their tobacco policy, screening systems, and use of guideline-concordant care.

For the purposes of this proposal, the bidder should design 2 studies/surveys that measure the need for services and impact of Cessation Centers on the use of Tobacco Use Screening Systems in provider group practices. The bidder should consider data collection on the need and/or impact of Cessation Centers on FQHCs and PROS programs or other disproportionately affected population.

d. Community Programs – Community Partnerships/Reality Check Youth Programs
The TCP has a substantial investment in community programs as described earlier, including Community Partnerships and Reality Check Youth Programs. Evaluating the impact of these programs has proven challenging due to the broad and changing nature of their work, the difficulty in operationalizing constructs associated with community change efforts, and their location in communities across the state. For the purposes of this proposal, the bidder should design a method to measure the impact of community programs on the tobacco control environment across NYS. This evaluation should result in a set of actionable items that the TCP could implement to improve the functioning of these programs and maximize the impact on their communities.

Deliverable 2: Surveillance Activities

Collection of surveillance data is integral to the evaluation plan for the TCP and is critical for assessing progress of the program towards stated goals.

a. *New York Adult Tobacco Survey.* The New York Adult Tobacco Survey (NY ATS) has been fielded continually since June 2003. The survey is designed to provide timely surveillance and evaluation data to inform the TCP. The NY ATS assesses (a) adult tobacco-related behavior, attitudes, and beliefs; (b) tobacco purchasing, cessation and cessation attempt behavior; (c) health status and health-related problems; (d) attitudes toward and exposure to secondhand smoke; (e) perceptions of risk related to tobacco use; (f) recollection of exposure to tobacco advertising or anti-tobacco health communications (confirmed awareness of anti-tobacco ads); and (g) attitudes toward other smoking policies. Some key survey items have been included since inception (e.g., current smoking status); some questions may be included for a shorter period of time to assess time-sensitive issues (e.g., support for tax increase), and other questions may be rotated in and out of the survey instrument as necessary. For the most recent version of the NY ATS instrument, see <http://www.health.ny.gov/funding>.

Current survey methodologies. The NY ATS is a list-assisted random-digit-dial survey. The eligible population is NYS residents who are non-institutionalized and at least 18 years old. In the NY ATS, listed households are oversampled. Also, oversampling is conducted in certain geographical designations (block groups and counties) that have lower percentages of

baccalaureate graduates. This has the effect of oversampling for smokers. Since many items on the NY ATS are for smokers only, this assures an adequate sample. Sampling weights compensate for oversampling and allow for population-level estimates. Sampling weights account for the probability of selection, non-response, household size, and number of telephone lines. Finally, the weights are post stratified to reflect population totals based on combinations of age, race/ethnicity, gender, and geographical region. These methodologies reflect but do not duplicate CDC methods and guidelines for conducting the Behavioral Risk Factor Surveillance System.

A cell phone sample is used to improve response rates of younger adults. The sample size for each quarter is approximately 750 land line surveys and 250 cell phone surveys for a total of 1000 surveys per quarter, 4000 surveys annually. Respondents are compensated \$20 for completing the survey.

For the purposes of this proposal, bidders should estimate the costs for conducting an ATS for non-institutionalized adults, 18 and older in NYS. Plan for a sample of 4000 completed surveys annually (1000 per quarter), 1000 of which will be cell phone-based and the remainder land line phones. Estimate using the most recent instrument which can be found online at: <http://www.health.ny.gov/funding>.

Estimate response rates using standard methods provided by the Council of American Research Organizations (CASRO) and the American Association for Public Opinion Research (AAPOR3) methods. Bidders should discuss strategies they would use to maximize response rates and provide documentation regarding telephone surveys the bidder has conducted in the past.

b. *New York National Comparison Adult Tobacco Survey.* Similar to the NY ATS, the NY National Comparison Adult Tobacco Survey (NY NATS) is administered to a nationwide sample of the non-institutionalized adult population, aged 18 years or older. A national comparison sample allows for direct comparison between NY and the rest of the nation providing a superior measure of program progress. First conducted at the end of 2007, the sampling frame includes all 50 states but for analysis purposes, the data for New York are generally excluded providing a sample for comparing New York with the “rest of the nation.” The survey is currently conducted two quarters per year. The survey is designed to provide timely surveillance and evaluation data to inform the TCP. The NY NATS questions parallel the NY ATS assessing (a) adult tobacco-related behavior, attitudes, and beliefs; (b) tobacco purchasing and cessation attempt behavior; (c) health status and health-related problems; (d) attitudes toward and exposure to secondhand smoke; (e) perceptions of risk related to tobacco use; (f) recollection of exposure to tobacco advertising or anti-tobacco health communications; and (g) attitudes toward other smoking policies. Some key survey items have been included since inception (e.g., current smoking status); some questions may be included for a shorter period of time to assess a time-sensitive issue (e.g., support for tax increase), and other questions may be rotated in and out of the survey instrument as necessary. For the most recent version of the NY NATS instrument, see <http://www.nyhealth.gov/funding>.

The NY NATS is a list-assisted random-digit-dial (RDD) survey. In the NY NATS, listed households are oversampled. Also, the number of smokers in the sample is increased by

oversampling geographical designations (block groups and counties) that have lower percentages of baccalaureate graduates. Sampling weights are created so the sample can be used to make population-level estimates. First, a subject's initial weight is defined as the inverse of the probability of selection. After the initial design weights are calculated, nonresponse adjustments are performed using current census projections based on the 2000 census data. Then adjustments are made for household size and number of telephone lines. Finally, the weights are poststratified to population totals based on combinations of age, race/ethnicity, gender, and geographical region.

A cell phone sample is used to improve response rates of younger adults. The sample size in 2010 was 1500 landline surveys and 500 cell phone surveys for a total of 2000 surveys. Respondents were compensated \$20 for completing the survey. Bidders should state expected response rates, any special strategies to increase or maintain response rates and provide documentation regarding telephone surveys the bidder has conducted.

For the purposes of this proposal, bidders should estimate the costs for conducting a NY NATS for non-institutionalized adults, 18 and older across the United States. Plan for a sample of 1500 completed surveys annually, 500 of which will be cell phone-based and the remainder land line phones. Estimate using the most recent instrument which can be found online at: <http://www.health.ny.gov/funding>.

Estimate response rates using CASRO and AAPOR3 methods. Bidders should discuss strategies they would use to maximize response rates and provide documentation regarding telephone surveys the bidder has conducted in the past.

c. *New York Youth Tobacco Survey.* The New York Youth Tobacco Survey (NY YTS) is a school-based survey of middle school and high school age youth conducted biennially since 2000. The Youth Tobacco Survey (YTS), developed by the CDC in collaboration with the states and first conducted in four states in 1998, has been successfully completed at least once by 46 states. The national version of this survey, also developed by the CDC and first conducted in 1999, provides national level estimates on a similar set of youth tobacco use topics and, with the state YTS surveys, forms the surveillance system for the assessment and monitoring of tobacco use and related behaviors among students in grades six through twelve.

The NY YTS includes questions about tobacco use, exposure to environmental tobacco smoke, minors' ability to purchase or otherwise obtain tobacco products, knowledge and attitudes about tobacco, and familiarity with pro- and anti-tobacco media messages. The NY YTS is designed to collect data sufficient to provide accurate estimates separately for students in the City of New York, for students in New York State attending schools outside New York City, and for the students in New York State as a whole. For the most recent version of the NY YTS instrument, see <http://www.health.ny.gov/funding>.

The NY YTS sample is selected with a multistage stratified cluster design with sample sizes developed to meet the estimation objectives with required precision levels. The study is designed to produce regional estimates; and within each of the two regions, estimates by school level (middle, high), by gender, and by race/ethnicity (Whites, blacks and Hispanics).

The 2010 NY YTS survey was re-designed to be a more efficient, streamlined survey with parameters tailored specifically for the state survey objectives. In essence, two regional sub-studies needed to be designed for the two different regions, New York City (NYC) and Rest of the State (ROS), which vary in the racial/ethnic distributions of the student population. In particular, a NY-specific design no longer oversampled minority groups in New York City where they are more than sufficiently represented to generate group estimates for Blacks and Hispanics. Rather, the re-design oversampled Whites in the region as previous cycles of the NY YTS yielded lower precision levels for this subgroup. The re-design was focused on maximizing effective sample sizes, i.e., on maximizing the precision of survey estimates for a given sample size; or equivalently, minimizing the sample sizes needed to generate specified levels of precision. Details on sampling and weighting from previous YTS administrations can be found in the document *2010 New York Youth Tobacco Survey SAMPLING AND WEIGHTING REPORT* available at <http://www.health.ny.gov/funding>.

For purposes of this proposal, bidders should estimate the costs for conducting a NY YTS in even-numbered years in the Spring of 2014 and 2016 with preparation beginning in odd-numbered years in the Summer of 2013, 2015 and 2017 (for a presumed YTS in 2018 but not part of this contract). In 2013, 2015, and 2017, estimate costs for school sample selection, instrument development, and recruitment of schools. For 2014 and 2016, plan on field staff training, data collection, analysis and report development, and delivery of “ready to use” datasets to TCP staff.

This survey should use the same school-based methodology now used in New York and nationally and described in the 2010 Sampling and Weighting Report. Plan on guidelines similar to those utilized for the 2010 NY YTS administration noting especially, the sampling methods used above for NYC and ROS. Estimate expected response rates separately for schools and for students. Consider sampling about 90 schools, divided approximately evenly between middle and high schools. Bidders should state expected response rates, any special strategies to maintain response rates and provide documentation regarding school-based surveys the bidder has conducted.

d. Retail Advertising of Tobacco Survey

There are about 20,000 licensed tobacco retailers (LTRs) in NYS and the majority have tobacco advertising and product displays that appeal to young smokers and nonsmokers alike and make it difficult for adult smokers to quit or stay quit. The TCP is currently working to support policy changes to protect youth from retail tobacco marketing.

Since 2004 the TCP has conducted an observational study of a sample of LTRs annually. Sample size ranged from a low of 800 (~4% of all LTRs) retailers to a high of 3,945 (~20% of all LTRs). The list of LTRs is updated annually based on paid registrations and is maintained and made available by the NYS Department of Taxation and Finance. Samples were stratified by geographic area and retailer outlet type. The latter includes convenience stores with and without gas pumps, pharmacies, large and small grocery stores, mass merchandisers, and tobacco specialty shops. In 2011, retailers located in block groups with a majority African American population were oversampled to better understand disparities that may exist.

Field staff are trained to complete the Retail Advertising of Tobacco Survey. A copy of the most recent instrument is provided at: <http://www.health.ny.gov/funding>.

Important indicators include retailer characteristics, assessment of interior and exterior tobacco advertising and other signage indicators (e.g., “at or below child’s eye level”), and price and purchase promotion information. In the most recent iteration of the survey, assessment of tobacco product displays (approximate percentage of space taken up behind the counter, type and location of shelving, and total area) was added as the TCP supports policy approaches to regulate these displays.

The bidder should propose a sampling and data collection activity consistent with previous administrations and that will track advertising and product displays in a sample of 5% of LTRs in NY stratified by region (NYC, NYS excluding NYC, and NYS), outlet type, and proximity to schools. The sample should be drawn from the list of all LTRs available from the NYS Department of Taxation and Finance. The proposal should account for training of field staff, field data collection, data analysis, and reporting of results to the TCP. Data must also be made available to the national Quitline evaluation effort conducted by the CDC.

Deliverable 3: Web-Based Monitoring of Contractors

Web-Based Reporting System

Data on community activities are currently recorded by contractors into a web-based tool designed to facilitate program monitoring for TCP and to generate standardized reports for funded TCP contractors. These contractors – Cessation Centers, Community Partnerships, and Reality Check Youth Partners – record their annual work plans at the beginning of their contract year, and then complete monthly progress reports online. Entries are reviewed monthly by contract managers and feedback is provided to the contractor through the system. The monitoring system launched in December 2004 has gone through several iterations and currently focuses less on process monitoring of routine daily activities (e.g., sent a number of emails; made a number of phone calls to legislator) and now focuses more on meaningful progress towards successful outcomes (e.g., local smoke free parks and beaches policies passed; face to face meeting with legislator held).

The system is accessed by contractors through user accounts with a user ID and password. Multiple users on the same contract are able to share the same user ID and password. The system is equipped to generate email notifications to the TCP when contractors submit or make changes to entries and vice versa. The current system is used by an estimated 110 users. Additional features to allow users to upload and share resources as well as for TCP to upload and post guidance documents are achieved through a bulletin board. For screen shots of the current web-based monitoring system see <http://www.health.ny.gov/funding>.

The monitoring system generates reports of activities for use by contractors, TCP contract managers and TCP leadership, and the independent evaluator. For the purposes of this proposal, the bidder should estimate costs for designing a web-based reporting system that provides the necessary tools to monitor contractor progress toward outcomes and insures that work plans are being followed. The system must accommodate contractor work plans and TCP reporting needs providing monthly summary reports on contractor activities, summaries of contractor activities that support the workplan, and other ad hoc reports as

requested by TCP. The system is expected to include the ability to track contractor progress towards meeting work plan outcomes, provide for adequate reporting capacity for contractors, contract managers, and other program personnel. A bulletin board for sharing of information is a useful tool and should be included. User manuals and contractor training should be included in the proposal to help guide users through any reporting system. Updates as necessitated by changes to the system should be made available online. Routine trainings to help contractors make work plan or monthly report entries as well as other trainings as necessary should be provided to contractors.

Deliverable 4: Reports and Manuscript

a. *Annual Evaluation Report.* An annual Independent Evaluation Report (IER) is required by statute to be submitted by the Department to the Governor and New York State Legislature by September 1 of each year. In order to meet the September 1 deadline, the following schedule of deliverables must be followed by the successful bidder:

- Detailed outline due second week of March of each year
- First draft due second week of May of each year
- TCP-approved second draft due July 1 of each year
- Department-approved final draft due the end of August of each year.

The report should be a comprehensive assessment of the TCP's progress toward preventing and reducing tobacco use based on the evaluation systems established by the vendor and other information available to the vendor (e.g., national data sets such as the National Health Interview Survey and the Current Population Survey). The report should address the components of the program and provide a synthesis of all relevant information including those outside the scope of this contract, such as the Behavioral Risk Factor Surveillance System, Current Population Survey, taxation data, etc. Previous years reports are available on the Department's website at:

http://www.health.ny.gov/prevention/tobacco_control/reports_brochures_fact-sheets.htm

Pay particular attention to more recent reports that better reflect expectations for reporting styles.

b. *Topical/Thematic reporting and dissemination requirements.* For the purposes of this proposal, the bidder should plan on completing three additional reports each year that vary in scope and breadth. These might include thematic topical reports that broadly cover evaluation themes or other important and timely tobacco control topics or they may focus on one theme in depth (e.g., cessation, progress on the point of sale initiative, etc.). These reports will be written for a broad audience to include program leadership and staff, other Department staff, program contractors, and other stakeholders in the tobacco control community. The bidder should propose potential topics knowing the final topics will be negotiated with the program. Final approved reports may be publicized by the Department in the form of press releases and the bidder should be prepared to assist in that process. Reports will be posted on the Department's website, emailed to a relevant mailing list, and at times, printed for distribution at program meetings.

c. *Management briefs to the program.* For the purposes of this proposal, the bidder should

plan on producing 6 short management briefs on a particular outcome or topic that will inform the program or be a precursor to a larger topical report or publishable manuscript. The audience will be primarily program management staff and the document could be in the form of a text-based document and/or slide presentation. Topics would be generated by the program and the successful bidder.

d. Contributing to the scientific literature on tobacco control is an important goal of the program and the independent evaluation should provide ample opportunity and data for this purpose. Collaborations on research manuscripts with program leadership will be encouraged and expected. For the purposes of this proposal, the bidder should estimate costs for producing 2 manuscripts for publication in peer-reviewed journals and in collaboration with program leadership each year.

D. PROPOSAL REQUIREMENTS

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

1. Who May Bid

All non-profit and for-profit organizations are eligible to bid. Bidders are required to have experience evaluating large-scale public health programs, and developing, implementing and interpreting studies to measure the effectiveness of public health programs. Relevant experience includes expertise in quantitative and qualitative research methods, development, implementation, analysis and interpretation of cross-sectional, ethnographic and cohort studies, developing logic models and identifying program performance measures, and integrating all of the above to perform an independent evaluation of a comprehensive public health intervention.

All proposals must include a Tobacco Free Policies Attestation verifying the bidder's "no tobacco" status (see Attachment 14). Subcontractors will be considered and must meet the same requirements as the principal bidder and must be approved by DOH once an award is made.

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

Bidders with current DOH tobacco-related contracts or otherwise having a working or advisory relationship with DOH must demonstrate that an acceptable mechanism has been developed to assure that there is no conflict of interest in undertaking the evaluation (see Attachment 18; include as an appendix to the technical proposal).

2. Technical Proposal Requirements

A written response to this Request for Proposals must include all of the following:

- a. A description of the bidder's organizational capacity and staffing qualifications, including experience providing large-scale public health evaluation services, working with state agencies, including health departments, and experience with tobacco control evaluation and planning. Organizational capacity must match the scale and scope of this project. Staffing qualifications should indicate experience at all levels of this project including project development, data collection, data analysis, interpretation and synthesis of results, and report development for professional and public audiences. This section should show how your organization will successfully function and meet the requirements of this project. Include an organization chart as an attachment to the proposal. See section D. 1. Who May Bid for more information. (10 points)
- b. A plan for providing adequate staffing and maintaining adequate levels of management oversight of the various projects in place including a flow chart describing how the bidder will conduct internal management of this large-scale project. Management oversight must be adequate to ensure the integrity of evaluation projects throughout the course of the contract period. See Section C.1.A. Staffing Plan for more information and expectations for staffing. (5 points)
- c. The bidder's overall approach to surveillance and evaluation projects, particularly related to comprehensive statewide tobacco control. The bidder's response should reflect and be grounded in sound evaluation and rigorous scientific principles. (5 points)
- d. A plan and timeline for regular review and communication of evaluation information and presentation of information to program staff, stakeholders and the public to enhance program performance. Communication should be in the form of frequent briefings, conference calls, face to face meetings, presentations and publications. (10 points)
- e. A plan and timeline for delivery of evaluation information to the Department and TCP staff for subsequent dissemination to key program stakeholders, funded partners, Advisory Board members (quarterly meetings), the State Legislature and Governor, the advocacy community and the general public. The plan should include the development of topical reports and the annual Independent Evaluation Report; the latter is due to the Department according to the schedule listed on page 17. Additional capacity to produce ad hoc reports should be considered. (10 points)
- f. The bidder should provide a comprehensive plan for evaluation of the TCP that addresses the statutory requirements noted in the introduction; addresses the various components and overall structure of the TCP as described in the introduction, addresses all the deliverables described in the Deliverables section; specifies surveillance systems and evaluation studies that employ appropriate methodologies that are firmly grounded in sound evaluation and scientific principles to begin in year

one of the contract; and a description of any research methodologies to be implemented to fill evaluation gaps grounded in sound evaluation and scientific principles. Include a plan for incorporating information from other available data sources into the overall program evaluation, including, for example, data from the Behavioral Risk Factor Surveillance System, the Youth Risk Behavior Survey, Current Population Survey, Medicaid expenditures, tax receipts, etc. (20 points)

- g. An itemized description of each project deliverable proposed in year 1 of the contract, along with a description of the process to revise deliverables and timelines based on input from TCP staff or changes to the program. (15 points)
- h. If the bidder plans to subcontract for any of the deliverables listed herein, the bidder should describe the general scope of work to be performed by the subcontractor. Known subcontractors should be identified. Upon award, any proposed subcontractors must be approved by the NYS Department of Health. The winning bidder is ultimately responsible for the completion of the deliverables of the contract.
 - a. Subcontractors must have no affiliation with any tobacco company or its affiliates.

3. Cost Proposal Requirements

The department seeks a cost-effective bid. Bid price must reflect all costs, including those associated with personnel, travel, materials and services, and miscellaneous expenses. For purposes of this RFP, costs should be separately determined for each of the deliverables listed in Requirements and Deliverables. Personnel, materials and services costs related to each deliverable should be included in the costs. No cost information should be in the technical proposal.

Actual reimbursement will be based on a fixed price per deliverable, based on the bidder's bid price per deliverable. At the Department's discretion, the fixed price per deliverable may be adjusted to account for modifications in scope of work. Change in scope of work will require a contract amendment and approval by the Office of the State Comptroller.

List all costs in Attachments 3. Identify all subcontractors for any evaluation projects where subcontractors are anticipated. Please make copies of the form and fill in the costs for each subsequent year.

Each bidder must include satisfactory evidence that it has sufficient financial capacity to perform the type, magnitude and quality of services sought through this RFP. This includes information such as audited annual financial statements, reports by a third party service (e.g., Dunn & Bradstreet), etc. This information also must be included for all subcontractors that will be performing components of this project. Each bidder must include audited financial statements for the last three (3) years of operations.

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

4. Method of Award

Vendor Selection

At the discretion of the Department of Health, all bids may be rejected. The evaluation of the bids will include, but not be limited to the following considerations:

- a. The State will award funding to the bidder whose proposal receives the best overall combined score for both the technical proposal (75 points) and cost proposal (25 points). See table below for breakdown of scoring.
- b. At the discretion of the Department of Health, an interview may be conducted with the highest scoring bidder based on combined technical and cost proposal scores. The interview will be scored on a pass/fail basis. Should the bidder fail the interview, the Department may interview the second highest bidder and so on. The award will be given to the highest scoring bidder that passes the interview, should the Department choose to conduct such an interview.

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

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

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

If the highest scored bidder's price is higher than the project budget, DOH reserves the right to provide the winning bidder the option to revise their price.

Method of Scoring

Points

A. Technical (75 points total) – See Proposal Requirements (Section D) Above for Detailed Descriptions of Technical Proposal Items.

The bidder with the lowest total technical score will receive the maximum score, and other bidders will receive a proportional score relative to the lowest technical score.

1a. Organizational Capacity and Staffing Qualifications	10
1b. Staffing and Management Oversight Plan	5
1c. Overall approach to current and additional surveillance and evaluation projects	5
1d. Plan for review and communication with program and	10

stakeholders

1e. Plan for disseminating evaluation information 10

1f. Assessment of current evaluation approach, recommended revisions, description of methodologies to be implemented and a plan for incorporating other data sources into evaluation plan 20

1g. Itemized description of Year One (1) Project Deliverables 15

1h. Corporate Acknowledgement Pass/Fail

B. Cost (25 points total) 25

The bidder with the lowest total cost will receive the maximum score, and other bidders will receive a proportional score relative to the lowest bid.

C. Optional Interview highest scoring bidder (Pass/Fail) Pass/Fail

Total Score 100

E. 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:

Patricia Bubniak
Tobacco Control Program
New York State Department of Health
ESP Corning Tower, Room 1055
Albany, NY 12237-0676
TCP@health.state.ny.us

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 the date indicated on the Schedule of Key Events. Bidders wishing to receive these documents via mail must send a request, in writing, to the Department at the address above.

3. Submission of Proposals

Submission of a proposal indicates acceptance of all conditions contained in this RFP.

Bidders must submit one signed original, proposal and four copies. The Technical and

Cost components must be packed in separate, sealed envelopes and clearly labeled. These two envelopes will then be packed into a third envelope and sealed/marked accordingly with proper bidder name and address. Proposal packages should be clearly labeled with the name and number of the RFP as listed on the cover of this document. No proposals will be accepted via fax or e-mail. It is the bidder's responsibility to see that proposals are delivered to the proper address no later than 4:00 p.m. on the date stated on the Schedule of Key Events.

1. The Contact Information page must be the first page for both technical and financial proposals.
2. Do not use binders or folders to bind proposals; clips or rubber bands may be used.
3. The original must be clearly marked "ORIGINAL" and contain original signatures.
4. Proposals should include a Table of Contents
5. The Tobacco Free Policies Attestation should be clearly labeled and indicated in the Table of Contents.

Responses to this solicitation should be clearly marked, "Independent Evaluation RFP 1110110505" and directed to:

Patricia Bubniak
Tobacco Control Program
New York State Department of Health
ESP Corning Tower, Room 1055
Albany, NY 12237-0676

It is the bidders' responsibility to see that bids are delivered to Room 710 prior to the date and time of the bid due date. Late bids due to delay by the carrier or not received in the Department's mail room in time for transmission to room 710 will not be considered.

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

4. THE DEPARTMENT OF HEALTH RESERVES THE RIGHT TO

1. Reject any or all proposals received in response to the RFP;
2. Withdraw the RFP at any time, at the agency's sole discretion;
3. Make an award under the RFP in whole or in part;
4. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;

5. Seek clarifications and revisions of proposals;
6. 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;
7. Prior to the **bid opening**, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
8. Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments;
9. Change any of the scheduled dates;
10. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
11. Waive any requirements that are not material;
12. Negotiate with the successful bidder within the scope of the RFP in the best interests of the state;
13. Conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder;
14. Utilize any and all ideas submitted in the proposals received;
15. Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 60 days from the bid opening; and,
16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation.

5. Payment

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

Stacy Wynne
Tobacco Control Program Fiscal Office
New York State Department of Health
ESP Corning Tower, Room 1019
Albany, NY 12237

Payment for invoices and/or vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to

authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-486-1255. CONTRACTOR acknowledges that it will not receive payment on any invoices and/or vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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

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

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

Payment of such invoices and/or vouchers by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law.

Payments terms will be based upon completion of deliverables as scheduled by the Department of Health. Reimbursement for necessary travel expenses associated with carrying out responsibilities under the contract will be based on State travel reimbursement rates (www.osc.state.ny.us/agencies/travel/reimbrate.htm).

The contractor will be required to submit quarterly vouchers and a quarterly report of activities being conducted in accordance with the work plan.

The contractor will also be required to participate in periodic conference calls and/or meetings with TCP staff as outlined in section C.1.A.2.

6. Term of Contract

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

It is anticipated that a contract resulting from this RFP will be effective on or about January 13, 2013 through March 31, 2018, a period of 5 years, subject to appropriation and satisfactory contractor performance. The first term of the 5 year contract will be January 13, 2013 through March 31, 2014; all subsequent terms will be for a one year period (April 1 – March 31). The contract term may change if the DOH makes an award earlier than expected or if the DOH cannot execute the agreement by January 13, 2013 due to unforeseen delays.

The TCP shall at all times maintain control and direction over the scope of work being performed under this agreement. The TCP reserves the right to change the scope of work

and to adjust specific tasks within the work plan to be performed by the contractor.

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

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.

7. Debriefing

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

8. Protest Procedures

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

9. Vendor Responsibility Questionnaire

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep system online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the 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 5).

10. State Consultant Services Reporting

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

The winning bidders for procurements involving consultant services must complete a "State

Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term" in order to be eligible for a contract.

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

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

11. Lobbying Statute

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

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

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

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

13. Information Security Breach and Notification Act

Section 208 of the State Technology Law (STL) and Section 899-aa of the General Business Law (GBL) require that State entities and persons or businesses conducting business in New York who own or license computerized data which includes private information including an individual’s unencrypted personal information plus one or more of the following: social security number, driver’s license number or non-driver ID, account number, credit or debit card number plus security code, access code or password which permits access to an individual’s financial account, must disclose to a New York resident when their private information was, or is reasonably believed to have been, acquired by a

person without valid authorization. Notification of breach of that private information to all individuals affected or potentially affected must occur in the most expedient time possible without unreasonable delay, after measures are taken to determine the scope of the breach and to restore integrity; provided, however, that notification may be delayed if law enforcement determines that expedient notification would impede a criminal investigation. When notification is necessary, the State entity or person or business conducting business in New York must also notify the following New York State agencies: the Attorney General, the Office of Cyber Security & Critical Infrastructure Coordination (CSCIC) and the Consumer Protection Board (CPB). Information relative to the law and the notification process is available at: <http://www.dhSES.ny.gov/ocs/breach-notification/>.

14. New York State Tax Law Section 5-a

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

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

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

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

15. Piggybacking

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

16. Contractor Requirements and Procedures for Business Participation Opportunities for New York State Certified Minority and Women Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women

NEW YORK STATE LAW

Pursuant to New York State Executive Law Article 15-A, the New York State Department of Health recognizes its obligation to promote opportunities for maximum feasible participation of certified minority-and women-owned business enterprises and the employment of minority group members and women in the performance of New York State Department of Health contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority-and women-owned business enterprises in state procurement contracting versus the number of minority-and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that New York State Department of Health establish goals for maximum feasible participation of New York State Certified minority- and women – owned business enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State contracts.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, New York State Department of Health hereby establishes an overall goal of 20% for MWBE participation, 10% for Minority-Owned Business Enterprises ("MBE") participation and 10% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). A contractor ("Contractor") on the subject contract ("Contract") must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that New York State Department of Health may withhold payment pending receipt of the required MWBE documentation. The directory of New York State Certified MWBEs can be viewed at: <http://www.esd.ny.gov/mwbe.html>.

For guidance on how New York State Department of Health will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and New York State Department of Health may withhold payment from the Contractor as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

By submitting a bid or proposal, a bidder on the Contract ("Bidder") agrees to submit the following documents and information as evidence of compliance with the foregoing:

- A. Bidders are required to submit a MWBE Utilization Plan on Form #1 with their bid or proposal. Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to New York State Department of Health.
- B. New York State Department of Health will review the submitted MWBE Utilization Plan and advise the Bidder of New York State Department of Health acceptance or issue a notice of deficiency within 30 days of receipt.
- C. If a notice of deficiency is issued, Bidder agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the [AGENCY NAME, address phone and fax information], a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by New York State Department of Health to be inadequate, New York State Department of Health shall notify the Bidder and direct the Bidder to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on Form #2. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- D. New York State Department of Health may disqualify a Bidder as being non-responsive under the following circumstances:
 - a) If a Bidder fails to submit a MWBE Utilization Plan;
 - b) If a Bidder fails to submit a written remedy to a notice of deficiency;
 - c) If a Bidder fails to submit a request for waiver; or
 - d) If New York State Department of Health determines that the Bidder has failed to document good faith efforts.

Contractors shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to New York State Department of

Health, but must be made prior to the submission of a request for final payment on the Contract.

Contractors are required to submit a Contractor's Quarterly M/WBE Contractor Compliance & Payment Report on Form #3 to the New York State Department of Health address, phone and fax information, by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 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, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

Bidder further agrees, where applicable, to submit with the bid a staffing plan (Form #4) identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to the New York State Department of Health, a workforce utilization report identifying the workforce actually utilized on the Contract if known.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

F. APPENDICES

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

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

- APPENDIX B - Request for Proposal

- APPENDIX C - Proposal

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

- APPENDIX D - General Specifications

- APPENDIX E

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

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

- **CE-200**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

- **C-105.2** – Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR

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

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

- **CE-200**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

- **DB-120.1** – Certificate of Disability Benefits Insurance

- **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)

G. ATTACHMENTS

1. Contact Sheet
2. Lobby Form
3. Bid Form Costs by Deliverable
4. No Bid Form
5. Vendor Responsibility Attestation
6. Appendix A – Standard Clauses for All New York State Contracts
7. Appendix D – General Specifications
8. Appendix M - Participation by Minority Group Members and Women with Respect to State Contracts: Requirements and Procedures and forms
9. NYS Taxation and Finance Contractor Certification form ST-220-TD
10. NYS Taxation and Finance Contractor Certification Form ST-220-CA
11. State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term
12. State Consultant Services Form B, Contractor's Annual Employment Report
13. References—Client List
14. Tobacco Free Policies Attestation
15. Security Requirements Response
16. NYS Department of Health Security Requirements (see <http://www.health.ny.gov/funding> for electronic attachment).
17. Security Requirements Deliverable (see <http://www.health.ny.gov/funding> for electronic attachment).
18. Conflict of Interest Disclosure
19. Checklist for Proposal Submission

Attachment 1

RFP # 1110110505

CONTACT INFORMATION
(INCLUDE IN BOTH THE TECHNICAL AND COST PROPOSAL PACKAGES)

Name of Bidder (<i>Legal name as it would appear on a contract</i>)	Federal Internal Revenue Tax Identification Number:
	Charities Registration Number:

Mailing Address (<i>Street address, P.O. Box, City, State, ZIP Code</i>)
--

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

Printed 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 Name (<i>First, Last</i>):	Title:
Telephone number: ()	Fax number: ()
E-mail:	

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

Printed Name (<i>First, Last</i>):	Title:
Signature of Bidder or Authorized Representative	Date:

Lobby form

(Add additional pages as necessary)

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

No Yes

2b. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding:

(Add additional pages as necessary)

B. 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.

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

With Bid

Upon Award

☐

☐ 1. A completed N.Y.S Taxation and Finance Contractor Certification Form ST-220.

☐

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

☐

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

(Officer Signature)

(Date)

(Officer Title)

(Telephone)

(e-mail Address)

Attachment 3

Bid Form Costs by Deliverable

Independent Evaluation of the NYS Tobacco Control Program RFP 1110110505

Instructions

All costs associated with the requirements and deliverables specified in the RFP must be included in the total costs per deliverable and in the total cost bid in the proposal. Costs associated with the deliverables may be, but are not limited to, staff salaries, travel and other administrative costs. Refer to the RFP for detailed information regarding the deliverables. Individual costs for each sub-deliverable must be listed in the table.

The cost for each year should then be included in the Total Cost table along with the Total Cost for 5 years.

For purposes of evaluation, the number of sub-deliverables is assumed. These deliverables are based on past experience and both the number and variety of studies, surveys, reports and manuscripts may vary from those listed and may change in subsequent years. The Department maintains the right to change the nature of the studies conducted.

Official Bid

Independent Evaluation of the NYS Tobacco Control Program RFP #1110110505

Bidder Name:	
Bidder Address:	
Bidder Fed ID No:	
The above named vendor bids a total price of:	\$

Deliverable 1: Security Plan		Year 1	Year 2	Year 3	Year 4	Year 5
<p>The Department of Health requires all vendors to respond to security related questions for any project involving the NYSDOH.</p> <p>The winning bidder will be required to include a Security Plan based on the security requirements included in the RFP that must be approved by the Department of Health's Chief Information Security Officer before the resulting contract can move forward and continue.</p>		Completed Security Plan		Updated Security Plan		
<i>Total Cost Deliverable 1</i>						

Deliverable 2: Evaluation Studies		Year 1	Year 2	Year 3	Year 4	Year 5
a. Media Tracking and Evaluation <ul style="list-style-type: none"> To include pre-testing/formative research of 12 ads annually and a campaign of 8 ads annually Conduct formative research and pre-testing studies to inform choice of ads and messages Monitor the implementation of the media plan with systematic tracking Measure audience reactions and receptivity to paid public health advertising Track calls to the QL as a function of media campaign reach Provide recommendations to adjust and/or approve paid public health marketing efforts – <i>Conducted annually.</i>						
b. NY Smoker's Quitline evaluation Design of a study that gathers, cleans, and analyzes data on the reach, utilization and effectiveness of Quitline/Quitsite services – <i>Conducted annually.</i>						
c. Community programs—Cessation Centers (2) <ul style="list-style-type: none"> Design 2 studies/surveys that measure need for services and impact of cessation centers on the use of Tobacco Use Screening Systems paying particular attention to disparate populations – <i>Conducted annually.</i> 	Study 1					
	Study 2					
d. Community programs—Community Partnerships and Reality Check Design a method to measure the impact of community programs on the tobacco control environment in New York State – <i>Conducted annually.</i>						
Total Cost Deliverable 2						

Deliverable 3: Surveillance Activities	Year 1	Year 2	Year 3	Year 4	Year 5
a. NY Adult Tobacco Survey <ul style="list-style-type: none"> Estimate costs for conducting the ATS with a statewide sample of 4000/year (1000/quarter), with 25% cell phone coverage, using the instrument referred to in the text, and maximizing response rates – <i>Conducted annually.</i> 					
b. New York National Comparison Adult Tobacco Survey <ul style="list-style-type: none"> Estimate costs for conducting the National Comparison ATS sample for NY planning for a sample of 1500 completed surveys, 500 of which are cell phone. Estimate using the instrument referred to in the text, and maximizing response rates – <i>Conducted annually.</i> 					
c. New York Youth Tobacco Survey <ul style="list-style-type: none"> Estimate costs for conducting a NY YTS in even-numbered years in spring 2014 and 2016 and costs for preparation in odd-numbered years. Preparation includes developing a sampling plan, school selection, instrument development, school recruitment, and field staff training – <i>Preparation conducted in odd-numbered years, data collection and reporting in even-numbered years.</i> 	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
d. Retail Advertising of Tobacco Survey <ul style="list-style-type: none"> Estimate costs for development of a sampling and data collection activity that tracks tobacco advertising, promotion, and product display in a sample of 5% of the approximately 20,000 licensed tobacco retailers. Account for field staff training, data collection, analysis, and reporting – <i>Conducted annually.</i> 					
<i>Total Cost Deliverable 3</i>					

Deliverable 4: Web-based Monitoring System	Year 1	Year 2	Year 3	Year 4	Year 5
a. Web-based Monitoring System <ul style="list-style-type: none"> Estimate costs for designing a web-based reporting system that monitors contractor progress toward outcomes, insure work plans are followed, provides a variety of useful monthly summary reports, contains a bulletin board for program/contractor use, user manuals and training – this system is in operation continually. 					
<i>Total Cost Deliverable 4</i>					

Deliverable 5: Reports and Manuscripts	Year 1	Year 2	Year 3	Year 4	Year 5
a. Annual Evaluation Report a. A comprehensive assessment of the TCP progress to date with following timeline: <ul style="list-style-type: none"> o Detailed outline due second week of March of each year o First draft due second week of May of each year o TCP-approved second draft due July 1 of each year o Department-approved final draft due the end of August of each year <i>Report completed annually.</i>					
b. Topical/Thematic Reporting and Dissemination a. Estimate costs for 3 topical reports written for a broad audience that covers evaluation themes or other important tobacco control topics. These can vary in scope and breadth. <i>Three reports completed annually.</i>					
c. Management Briefs to the Program a. Estimate costs for producing 6 short management briefs on a particular outcome or topic that will inform the program or be a precursor to a larger topical report or publishable manuscript. <i>Six management briefs completed annually.</i>					
d. Research Manuscripts for Publication a. Estimate costs for producing 2 manuscripts for publication in peer-reviewed journals and in collaboration with program leadership each year. <i>Conducted annually.</i>					
<i>Total Cost Deliverable 5</i>					

Bidder Name: _____

Year 1 Total Cost	
Year 2 Total Cost	
Year 3 Total Cost	
Year 4 Total Cost	
Year 5 Total Cost	
Total Cost For 5 Years	

Attachment 4
NEW YORK STATE DEPARTMENT OF HEALTH

NO-BID FORM

PROCUREMENT TITLE: _____ FAU # _____

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

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

-
- ☐ Please retain our firm on your mailing list.

(Firm Name)

(Officer Signature) (Date)

(Officer Title) (Telephone)

(e-mail Address)

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

Attachment 5
Vendor Responsibility Attestation

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

Choose one:

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

Signature of Organization Official: _____

Print/type Name: _____

Title: _____

Organization: _____

Date Signed: _____

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APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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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, licenser, licensee, lessor, lessee or any other party):

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

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the 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) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, 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 the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, 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 and 5 NYCRR 143, 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 the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(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, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts 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. 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 Department of Economic Development's Division 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 St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

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

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

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

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

retained the documentation of these efforts to be provided upon request to the State;

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS.

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

22. 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 agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

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.

Attachment 7

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 specifications, 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, e-mail, or other writing, whereupon the undersigned will give continuous attention to the work as directed, to the end and with the intent that the work shall be completed within such reasonable time or times, as the case may be, as the Department may prescribe.
- C. The Department reserves the right to stop the work covered by this proposal and the contract at any time that the Department deems the successful bidder to be unable or incapable of performing the work to the satisfaction of the Department, and in the event of such cessation of work, the Department shall have the right to arrange for the completion of the work in such manner as the Department may deem advisable, and if the cost thereof exceeds the amount of the bid, the successful bidder and its surety shall be liable to the State of New York for any excess cost on account thereof.
- D. Each bidder is under an affirmative duty to be informed by personal examination of the specifications and location of the proposed work and by such other means as it may select, of character, quality, and extent of work to be performed and the conditions under which the contract is to be executed.
- E. The Department of Health will make no allowance or concession to a bidder for any alleged misunderstanding or deception because of quantity, quality, character, location or other conditions.
- F. The bid price is to cover the cost of furnishing all of the said services, materials, equipment, and labor to the satisfaction of the Department of Health and the performance of all work set forth in said specifications.
- G. The successful bidder will be required to complete the entire work or any part thereof as the case may be, to the satisfaction of the Department of Health in strict accordance with the specifications and pursuant to a contract therefore.
- H. Contractor will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
- I. Non-Collusive Bidding By submission of this proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - a. The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
 - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

A bid shall not be considered for award nor shall any award be made where (a), (b) and (c) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a), (b) and (c) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made or its designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a bidder has published price lists, rates, or tariffs covering items being procured, has informed prospective customers of proposed or pending publication of new or revised price lists

for such items, or has sold the same items to other customers at the same price being bid, does not constitute, without more, a disclosure within the meaning of the above quoted certification.

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

- J. A bidder may be disqualified from receiving awards if such bidder or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- K. The Department reserves the right to make awards within ninety (90) days after the date of the bid opening, during which period bids shall not be withdrawn unless the bidder distinctly states in the bid that acceptance thereof must be made within a shorter specified time.
- L. 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 for use in the application software provided to the Department as a part of this contract.
- M. Technology Purchases Notification --The following provisions apply if this Request for Proposal (RFP) seeks proposals for "Technology"
 - 1. For the purposes of this policy, "technology" applies to all services and commodities, voice/data/video and/or any related requirement, major software acquisitions, systems modifications or upgrades, etc., that result in a technical method of achieving a practical purpose or in improvements of productivity. The purchase can be as simple as an order for new or replacement personal computers, or for a consultant to design a new system, or as complex as a major systems improvement or innovation that changes how an agency conducts its business practices.
 - 2. If this RFP results in procurement of software over \$20,000, or of other technology over \$50,000, or where the department determines that the potential exists for coordinating purchases among State agencies and/or the purchase may be of interest to one or more other State agencies, PRIOR TO AWARD SELECTION, this RFP and all responses thereto are subject to review by the New York State Office for Technology.
 - 3. Any contract entered into pursuant to an award of this RFP shall contain a provision which extends the terms and conditions of such contract to any other State agency in New York. Incorporation of this RFP into the resulting contract also incorporates this provision in the contract.
- N. Date/Time Warranty
 - 1. Definitions: For the purposes of this warranty, the following definitions apply:

"Product" shall include, without limitation: when solicited from a vendor in a State government entity's contracts, RFPs, IFBs, or mini-bids, 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.

"Third Party Product" shall include product manufactured or developed by a corporate entity independent from the vendor and provided by the 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) 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. Date/Time Warranty Statement

Contractor warrants that Product(s) furnished pursuant to this Contract 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) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g., billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating,

comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting there from, including but not limited to the failure or untimely performance of such services.

This Date/Time Warranty shall survive beyond termination or expiration of this contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

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

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

- T. Provisions Upon Default
 - 1. In the event that the Contractor, through any cause, fails to perform any of the terms, covenants or promises of this agreement, the Department acting for and on behalf of the State, shall thereupon have the right to terminate this agreement by giving notice in writing of the fact and date of such termination to the Contractor
 - 2. If, in the 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. Upon termination of this agreement, the following shall occur:
 - 1. Contractor shall make available to the State for examination all data, records and reports relating to this Contract; and
 - 2. Except as otherwise provided in the Contract, the liability of the State for payments to the Contractor and the liability of the Contractor for services hereunder shall cease.
- V. Conflicts If, in the opinion of the Department of Health, (1) the specifications conflict, or (2) if the specifications are not clear as to (a) the method of performing any part of the work, or as to (b) the types of materials or equipment necessary, or as to (c) the work required to be done in every such situation, the Contractor shall be deemed to have based his bid upon performing the work and furnishing materials or equipment in the most inexpensive and efficient manner. If such conflicts and/or ambiguities arise, the Department of Health will furnish the Contractor supplementary information showing the manner in which the work is to be performed and the type or types of material or equipment that shall be used.
- W. MINORITY AND WOMEN OWNED BUSINESS POLICY STATEMENT The New York State Department of Health recognizes the need to take affirmative action to ensure that Minority and Women Owned Business

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

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

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

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

X. Contract Insurance Requirements

1. The successful bidder must without expense to the State procure and maintain, until final acceptance by the Department of Health of the work covered by this proposal and the contract, insurance of the kinds and in the amounts hereinafter provided, in insurance companies authorized to do such business in the State of New York covering all operations under this proposal and the contract, whether performed by it or by subcontractors. Before commencing the work, the successful bidder shall furnish to the Department of Health a certificate or certificates, in a form satisfactory to the Department, showing that it has complied with the requirements of this section, which certificate or certificates shall state that the policies shall not be changed or canceled until thirty days written notice has been given to the Department. The kinds and amounts of required insurance are:
 - a. A policy covering the obligations of the successful bidder in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Workers' Compensation Law, and the contract shall be void and of no effect unless the successful bidder procures such policy and maintains it until acceptance of the work (reference Appendix E).
 - b. Policies of Bodily Injury Liability and Property Damage Liability Insurance of the types hereinafter specified, each within limits of not less than \$500,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one person in any one occurrence, and subject to that limit for that person, not less than \$1,000,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by two or more persons in any one occurrence, and not less than \$500,000 for damages arising out of damage to or destruction of property during any single occurrence and not less than \$1,000,000 aggregate for damages arising out of damage to or destruction of property during the policy period.
 - i. Contractor's Liability Insurance issued to and covering the liability of the successful bidder with respect to all work performed by it under this proposal and the contract.
 - ii. Protective Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.
 - iii. Automobile Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.

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

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after August 25, 1995), and the Department of Health must require its

prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

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

Instructions for Certification

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

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

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

Agency Code 12000
APPENDIX X

Contract Number: _____

Contractor: _____

Amendment Number X-_____

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

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

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

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

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

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

\$ _____
(Value before amendment)

From ____ / ____ / ____ to ____ / ____ / ____.
(Initial start date)

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

\$ _____

From ____ / ____ / ____ to ____ / ____ / ____.

This will result in new contract terms of:

\$ _____
(All years thus far combined)

From ____ / ____ / ____ to ____ / ____ / ____.
(Initial start date) (Amendment end date)

Signature Page for:

Contract Number: _____

Contractor: _____

Amendment Number: X-_____

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

CONTRACTOR SIGNATURE:

By: _____ Date: _____
(signature)

Printed Name: _____

Title: _____

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

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

(Signature and office of the individual taking acknowledgement)

STATE AGENCY SIGNATURE

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

By: _____ Date: _____
(signature)

Printed Name: _____

Title: _____

ATTORNEY GENERAL'S SIGNATURE

By: _____ Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____ Date: _____

Attachment 8

Appendix M

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

I. General Provisions

- A. The New York State Department of Health is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State New York State Department of Health (the "New York State Department of Health"), to fully comply and cooperate with the New York State Department of Health in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

II. Contract Goals

- A. For purposes of this procurement, the New York State Department of Health hereby establishes an overall goal of **20%** for Minority and Women-Owned Business Enterprises ("MWBE") participation, **10%** for Minority-Owned Business Enterprises ("MBE") participation and **10%** for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:

<http://www.esd.ny.gov/mwbe.html>

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of

maximizing participation by MWBEs on the Contract.

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the New York State Department of Health for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the “Division”) If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:
1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 2. The Contractor shall submit an EEO policy statement to the New York State Department of Health within seventy two (72) hours after the date of the notice by New York State Department of Health to award the Contract to the Contractor.
 3. If Contractor or Subcontractor does not have an existing EEO policy statement, the New York State Department of Health may provide the Contractor or Subcontractor a model statement (see Form #5 - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
 4. The Contractor's EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the 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.

- c. 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.
- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. Form #4 - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

D. Form #6 - Workforce Employment Utilization Report ("Workforce Report")

- 1. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the New York State Department of Health of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
- 2. Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
- 3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

E. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military

status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan (Form #1) either prior to, or at the time of, the execution of the contract.
- B. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.
- C. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, New York State Department of Health shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

V. Waivers

- A. For Waiver Requests Contractor should use Form #2 – Waiver Request.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the New York State Department of Health shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the New York State Department of Health, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the New York State Department of Health may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form #3) to the New York State Department of Health by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

VII. Liquidated Damages - MWBE Participation

- A. Where New York State Department of Health determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the New York State Department of Health liquidated damages.

- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the New York State Department of Health, Contractor shall pay such liquidated damages to the New York State Department of Health within sixty (60) days after they are assessed by the New York State Department of Health unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the New York State Department of Health.

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

\$WWDFKPHQW

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

M/WBE Form#1: Bidder's M/WBE Utilization Plan

M/WBE Form#2: M/WBE Waiver Request

M/WBE Form#3: QUARTERLY UPDATE - M/WBE CONTRACTOR
COMPLIANCE & PAYMENT Report

M/WBE Form#4: M/WBE Staffing Plan

M/WBE Form#5: Equal Employment Policy Statement - Sample

M/WBE Form#6: M/WBE Workforce Employment Utilization
Report

Bidder/Contractor Name:	
Vendor ID:	Telephone No.
RFP/Contract Title:	RFP/Contract No.

	%	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
BIDDER/CONTRACTOR PROPOSED M/WBE UTILIZATION PLAN
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
BIDDER/CONTRACTOR PROPOSED M/WBE UTILIZATION PLAN
WOMEN OWNED BUSINESS ENTERPRISE (WBE) INFORMATION

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

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

- M/WBE Form #2 -
New York State Department of Health
M/WBE UTILIZATION WAIVER REQUEST

Bidder/Contractor Name:	
Vendor ID:	Telephone No.
RFP/Contract Title:	RFP/Contract No.

Explanation why Bidder/Contractor is unable to meet M/WBE goals for this project.:

Include attachments below to evidence good faith efforts:

- ☐ Attachment A. List of the general circulation, trade and MWBE-oriented publications and dates of publications soliciting for certified MWBE participation as a subcontractor/supplier and copies of such solicitation.
- ☐ Attachment B. List of the certified MWBEs appearing in the Empire State Development MWBE directory that were solicited for this contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
- ☐ Attachment C. Descriptions of the contract documents/plans/specifications made available to certified MWBEs by the contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MWBEs.
- ☐ Attachment D. Description of the negotiations between the contractor and certified MWBEs for the purposes of complying with the MWBE goals of this contract.
- ☐ Attachment E. Identify dates of any pre-bid, pre-award or other meetings attended by contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the contract.
- ☐ Attachment F. Other information deemed relevant to the request.

Section 4: Signature and Contact Information

By signing and submitting this form, the contractor certifies that a good faith effort has been made to promote MWBE participation pursuant to the MWBE requirements set forth under the contract. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, and a suspension or termination of the contract.

Submitted by : _____ Title: _____

Signature

New York State Department of Health
QUARTERLY UPDATE
M/WBE CONTRACTOR COMPLIANCE & PAYMENT REPORT

Contractor Name:	
Contract Title:	Contract No.

TOTAL PROJECTED M/WBE USAGE (from original M/WBE Utilization Plan)

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

ACTUAL M/WBE USAGE* AS OF _____ (insert date)

	%	Amount
1. Total Dollar Value Completed to date	100	\$
2. MBE Utilization to date		\$
3. WBE Utilization to date		\$
4. M/WBE Combined Utilization to date		\$

* Report usage from contract start date to quarterly end-date inserted above.

Explain any deficiencies in attaining M/WBE goals in the space below:

Submitted by : _____ Title: _____

Signature

- M/WBE Form #4 -
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							
TOTAL							

(Name and Title)

(Signature)

Date

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL
EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

M/WBE AND EEO POLICY STATEMENT

I, _____, the (awardee/contractor) _____ agree to adopt the following policies with respect to the project being developed or services rendered at _____

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b) This organization shall state in all solicitation 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 disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized 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 this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Name & Title

Signature & Date

**New York State Department of Health
WORKFORCE EMPLOYMENT UTILIZATION REPORT**

Check applicable categories: ☐ Project Staff ☐ Consultants
☐ Subcontractors

Contractor Name _____ Contract # _____

Staff Used on Contract for the quarter / / to / /

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

Explain variances from original staffing plan submitted in the space below:

(Name and Title)

(Signature)

Date

Attachment 9

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

(See Attached PDF File)

**Contractor Certification**(Pursuant to Section 5-a of the Tax Law, as amended,
effective April 26, 2006)**ST-220-TD**

(6/06)

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

Contractor name

Contractor's principal place of business

City

State

ZIP code

Contractor's mailing address (if different than above)

Contractor's federal employer identification number (EIN)

Contractor's sales tax ID number (if different from contractor's EIN)

Contractor's telephone number
()

Covered agency name

Contract number or description

Estimated contract value over
the full term of contract
(but not including renewals) \$

Covered agency address

Covered agency telephone number

General information

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

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

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

Mail completed form to:

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

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

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

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

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

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

Need help?**Internet access:** www.nystax.gov
(for information, forms, and publications)**Fax-on-demand forms:** 1 800 748-3676**Telephone assistance** is available from 8:00 A.M. to 5:00 P.M.
(eastern time), Monday through Friday.

To order forms and publications: 1 800 462-8100

Sales Tax Information Center: 1 800 698-2909

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

Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110**Persons with disabilities:** In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

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

Make only one entry in each section below.

Section 1 — Contractor registration status

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

Section 2 — Affiliate registration status

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

Section 3 — Subcontractor registration status

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

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

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

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

[illegible]

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

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

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

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

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

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

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
 : SS.:
COUNTY OF }

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

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

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

Notary Public

Registration No. _____

Attachment 10

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

(See Attached PDF File)

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	
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

[illegible]

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

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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.

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Attachments 11 and 12

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

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

State Consultant Services

FORM A

OSC Use Only

Reporting Code:

Category Code:

Date Contract Approved:

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

New York State Department of Health
Contractor Name:

Agency Code 12000
Contract Number:

Contract Start Date: / /

Contract End Date: / /

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

Name of person who prepared this report:

Title:

Phone #:

Preparer's signature:

Date Prepared: / /

Page of
(use additional pages if necessary)

State Consultant Services

FORM B

OSC Use Only

Reporting Code:

Category Code:

Contractor's Annual Employment Report

Report Period: April 1, ____ to March 31, ____

New York State Department of Health

Agency Code 12000

Contract Number:

Contract Start Date: / /

Contract End Date: / /

Contractor Name:

Contractor Address:

Description of Services Being Provided:

Scope of Contract (Chose one that best fits):

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

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

Name of person who prepared this report:

Title:

Phone #:

Preparer's signature:

Date Prepared: / /

Page of
(use additional pages if necessary)

Instructions

State Consultant Services

Form A: Contractor's Planned Employment

And

Form B: Contractor's Annual Employment Report

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

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

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

Completing the Reports:

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

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

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

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

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

Attachment 13

RFP #1110110505

References—Client List

	Client Name	Dates of Contract	Check One		Reason for Discontinuation	Contact Information (Name, Address, Phone Number, E-mail)
			Open	Closed		
1.						
2.						
3.						
4.						
5.						
6.						

* Use additional sheets as necessary.

Attachment 14
RFP #1110110505

Tobacco-Free Policies Attestation

Applicants are required to have a written policy prohibiting any affiliation¹ with a tobacco company or tobacco product manufacturer² including receipt of gifts, grants, contracts, financial support and in-kind support, and other relationships. Applicants must ensure that no subcontractors receiving funding through this award have any affiliation with a tobacco company or tobacco product manufacturer.

Financial Relationships

- ☐ The organization does not have any affiliation or contractual relationship with any tobacco company or tobacco product manufacturer, its affiliates, its subsidiaries or its parent company and has a written policy prohibiting any such relationships. The organization will ensure that subcontractors or subgrantees receiving funding through this award do not have any affiliation with a tobacco company or tobacco product manufacturer.

Title: _____

Signature: _____ Date: _____

¹ Affiliation:

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

² Tobacco company or tobacco product manufacturer: any person, corporation or entity, including any repacker or relabeler, who:

- manufactures, fabricates, assembles, processes, or labels a tobacco product; or
- imports a finished tobacco product for sale or distribution in New York State.

**Attachment 15
NYS DEPARTMENT OF HEALTH
Security Requirements Response
(Mandatory)**

**Describe how you typically address the following key security areas as they pertain to the
NYSDOH Security Requirements.**

1. Confidentiality, Integrity and Availability of data at rest and in motion.

2. Network Security including server management, network configuration, network security vulnerabilities and their prevention, secure transmission of data, account management, incident handling and auditing/log management.

3. Application security; application security audit, review and remediation; and secure coding practices as they pertain to an overall secure software development life cycle (SSDLC), including any tools used in this process.

Attachment 16 NYS Department of Health Security Requirements
(see <http://www.health.ny.gov/funding/rfp/1110110505/> for electronic attachment).

Attachment 17 Security Requirements Deliverable
(see <http://www.health.ny.gov/funding/rfp/1110110505/> for electronic attachment).

Attachment 18
Conflict of Interest Disclosure

Name of Bidder: _____

☐ None. I know of no apparent or potential conflict of interest situation.

Please list any apparent or potential conflict of interest situations. These may include: organization has a contract with DOH, company has a working or advisory relationship with DOH, or other similar situations.

I agree to notify the New York State Department of Health of any subsequent apparent or potential conflict of interest situation of which I become aware.

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

Name: _____ Date: _____

Signature: _____

Attachment 19
Independent Evaluation of the NYS Tobacco Control Program
RFP 1110110505

Checklist for Proposal Submission

Bidder Name: _____

- ☐ The Technical Proposal and the Financial Proposal are packaged in separate, sealed marked envelopes.
- ☐ Signed original plus four (4) additional copies of the Technical and Financial proposals are enclosed.
- ☐ Tobacco-Free Policies Attestation
- ☐ Security Requirements Response
- ☐ Cover page with specified information
 - ☐ Information on Organization Experience and Capacity and Program Activities as specified in the instructions for completing the technical proposal
- ☐ Cost Proposal includes
 - ☐ Completed Bid Form Costs by Deliverable with specified information for each year of the contract and total 5 year cost.
- ☐ Vendor Responsibility Attestation
- ☐ Proof of financial stability in the form of audited financial statements, Dunn and Bradstreet reports, etc.
- ☐ Evidence of NYS Department of State Registration
- ☐ Certificate of Incorporation, together with any and all amendments thereto; Partnership Agreement; or other relevant business organizational documents, as applicable.
- ☐ Form ST-220-CA (NYS Department of Taxation and Finance Contractor Certification)
- ☐ State Consultant Services Form A
- ☐ MWBE Forms
- ☐ References—Client List
- ☐ Conflict of Interest Disclosure