

NEW YORK STATE DEPARTMENT OF HEALTH

A Request for Proposal for

Special Supplemental Nutrition Program for Women, Infants and Children (WIC)

RFP No. 1209260855

New York State WIC Program Electronic Benefits Transfer (EBT) Analysis Project

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Schedule of Key Events

RFP Release Date	June 17, 2013
Written Questions Due	July 8, 2013
Notice of Intent Due (optional)	July 12, 2013
Response to Written Questions	July 22, 2013 on or about
Proposal Due Date	August 8, 2013

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

**DESIGNATED CONTACTS:**

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

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**Permissible Subject Matter Contacts:**

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

RFP Release Date  
Submission of written proposals or bids  
Submission of Written Questions  
Participation in the Pre-Bid Conference  
Negotiation of Contract Terms after Award:

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Bureau of Supplemental Food Programs  
NYS Department of Health - Division of Nutrition  
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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) is being issued by the New York State Department of Health (NYSDOH) to identify a vendor who will assist NYSDOH in conducting an analysis to identify the readiness and options for converting from issuing paper checks to issuing Electronic Benefits Transfer (EBT) cards to participants in the Special Supplemental Nutrition Program for Women, Infants and Children (WIC). This analysis, hereafter referred to as “the EBT Analysis Project”, will be used as input to an EBT Planning Study to be submitted to the United States Department of Agriculture (USDA). The EBT Planning Study for USDA is an initial step that New York State is undertaking towards providing WIC benefits using EBT cards. The actual implementation of EBT is expected to take multiple years and is not included in this project scope.

The purpose of this solicitation is to contract with a single firm, hereafter referred to as “Contractor”, to complete the EBT Analysis Project for the Department of Health, Division of Nutrition, hereafter referred to as “DOH-DON”. The Contractor will designate a Project Lead who will be responsible for meeting all deliverables. Deliverables provided by the contractor will be reviewed and approved by DOH-DON.

**Potential Conflict of Interest with Future WICSIS 2 Related Procurements**

The NYS WIC Program is moving from its current client-based WIC application (WICSIS) to a web-based application that will support EBT technology. The project is known as WIC Statewide Information System 2 (WICSIS 2). Please note that the Contractor awarded a contract through this procurement will have intricate knowledge of, and may also play a role in defining the work to be performed in the following areas in which DOH-DON will likely be issuing subsequent procurements to secure one or more outside contractors:

- Development, Maintenance & Operations of WICSIS 2;
- Project Management of the implementation of WICSIS 2;
- EBT Implementation Contractor; and
- Quality Assurance of any related portions of the development, maintenance and operations of WICSIS 2.

Because it may be considered a conflict of interest for a party to define work and then bid on that work, or to perform work and then evaluate it, the Contractor awarded a contract to perform the EBT Analysis Project by way of this solicitation may be prohibited from bidding on any subsequent procurements issued by DOH-DON regarding WICSIS 2 and EBT.

**B. BACKGROUND**

WIC was created in recognition of the critical importance of nutrition in an overall national public health agenda. The program is regulated and funded by the USDA’s Food and Nutrition Service (FNS) and administered by the NYSDOH . WIC currently provides over \$500 million per year in benefits to approximately 520,000 New York State participants through 93 local agencies operating approximately 500 service sites.

WIC serves low-income pregnant, postpartum, and breastfeeding women, infants, and young children

who are at nutritional risk due to medical conditions or inadequate dietary intake. WIC is an adjunct to health care, providing nutrition education and prescribed food packages to the targeted population. WIC is administered in NYS by the Bureau of Supplemental Food Programs within the DOH-DON.

## **C. DETAILED SPECIFICATIONS**

### **C.1 Scope of Work/Project Requirements**

The NYS WIC Program is moving from its current client-based WIC application (WICSIS) to a web-based application that will support EBT technology. While NYS WIC's conversion to a web-based system will not likely be operational at the start of this project, the selected vendor is expected to perform the tasks outlined below as though the new system was in place. The Contractor will be given full access to available documentation and simulations for all relevant systems and will be required to complete all of the following project deliverables.

#### **C.1.1 Scope of Work**

##### **1. Project Work Plan and Timeline (WICEBT-1)**

The Project Lead will develop and maintain a detailed work plan and schedule for completing all deliverables. The work plan will be based on the Project Approach that is submitted as part of the bidder's technical proposal.

The work plan shall include at least the following:

- A summary of the purpose, goals, scope, and the specific roles of DOH-DON and the Contractor's staff.
- A list of tasks (including subtasks as applicable) required for performance and corresponding timeline. The list of tasks shall include start and end dates for each task, contractor's staff that are responsible for completing each task, and the number of hours allotted for each task.
- Due dates for summaries, outlines, oral reports, drafts and final reports.
- At the start of the contract, the Project Lead will meet with DOH-DON staff to discuss and finalize the work plan and schedule. The Project Lead is responsible for adhering to the tasks and deadlines established in the work plan approved by DOH-DON. The work plan will be reviewed and updated weekly. Adjustments to deadlines must be approved by DOH-DON.

## **2. Vendor Impact Analysis and Report (WICEBT-2)**

There are approximately 4,400 WIC vendors (retail food stores and pharmacies) authorized to accept NYS WIC food instruments. The Project Lead will assist in the administering and analysis of a WIC vendor survey tool. The tool will be used to collect information to assess vendors' states of readiness and the cost of implementing a WIC EBT system.

Task may include:

- Distributing the vendor survey to approximately 4,400 NYS WIC vendors
- Providing technical assistance to vendors for the proper completion and return of the forms by the established deadline.
- Reviewing the forms and contacting vendors to collect missing information.
- Meeting with/interviewing vendors to collect/clarify information.
- Summarizing the findings resulting from the vendor survey.
- Submitting a vendor analysis report to DOH-DON for approval. This report will include the summarized findings from the vendor survey and an analysis of the benefits, risks and costs of EBT implementation for NYS WIC vendors. Costs would include those incurred by the vendors and/or DOH-DON.

## **3. Local Agency Impact Analysis and Report (WICEBT-3A and WICEBT-3B)**

NYS WIC contracts with 93 local agencies which enroll participants, provide nutrition education and issue WIC checks. The Project Lead will develop a methodology and work plan for gathering input from WIC local agency staff. The methodology should include, but is not limited to, written surveys, telephone interviews, and in-person site visits/meetings with local agency staff. The Project Lead will submit the methodology for review and approval by DOH-DON.

Once the methodology and work plan are approved, the consultant will identify and analyze the technical adequacy, telecommunication capabilities, processing capabilities, and infrastructure of WIC clinics relative to clinic operations and client processing for EBT. The Project Lead will also identify and analyze feedback from WIC local agency staff regarding operational impacts, questions, and concerns regarding EBT. The Project Lead will submit a report of the results.

## **4. Implementation Plan with State Staff Impact Analysis (WICEBT-4)**

The Project Lead will develop a comprehensive (2 – 3 year) EBT implementation plan. The plan should reflect the approach, methodologies, timeline, resource estimate and other information pertinent to the recommended technical solution. The technical solution will be identified in consultation with DOH-DON WIC staff and with input from the Vendor Impact Analysis and the Local Agency Impact Analysis. The plan should reflect an analysis of the EBT project's impact on State Information Technology and Program staff working for the NYS WIC Program, including, but not limited to, operational impacts, workflow process changes, and training needs. The plan should include a schedule that identifies all levels of tasks and events indicating their relationships and dependencies. The Project Lead should follow USDA FNS Handbook 901 regarding advance planning document requirements for WIC EBT.

## 5. Cost Analysis (WICEBT-5)

The Project Lead will draft and submit to DOH-DON a critical Cost Analysis (CA) for WIC EBT. The analysis should include both quantifiable and non-quantifiable costs and benefits relating to the alternatives assessed. The Project Lead should follow USDA FNS Handbook 901 regarding conducting and reporting CA information.

Components of this deliverable include, but are not limited to, the following:

- Assess the organizational impact that a transition from paper checks to EBT will have on WIC staff and services. Both off-line and on-line EBT alternatives should be considered in this assessment.
- Provide full documentation of any and all costs relating to quantifiable benefits which may include productivity gains and/or workflow reduction costs from the current paper issuance system.
- Provide full documentation of any assumptions made in creating the CA.
- Compare the quantifiable and non-quantifiable benefits with the costs associated with the EBT alternative(s).
- Identify the risks/costs associated with any changes in CA assumptions.
- Identify sources used in analysis.
- Identify both non-recurring (one-time) and recurring (ongoing) costs.
- Cost categories to consider include, but are not limited to, the following.
  - State staff effort
  - Contractor support (e.g, technology contractors)
  - Material/Local Agency Clinic Equipment
  - Technical support (Travel, Help Desk)
  - UPC database development and maintenance
  - Banking contractor expenses (conversion and ongoing)
  - Equipment for WIC vendors (POS terminals, stand-beside terminals, etc)
  - Implementation costs borne by WIC vendors

## 6. Project Completion (WICEBT-6)

After the Project Lead has submitted all of the above deliverables (the Project Work Plan and Timeline, the Vendor Impact Analysis Report, the Local Agency Impact Analysis Methodology, the Local Agency Impact Analysis Report, the Implementation Plan, and the Cost Analysis), DOH-DON will conduct a review and determine if there are outstanding questions or required revisions related to those set of deliverables. The time frame for DOH-DON to conduct this review will be identified in the approved work plan. DOH-DON will provide feedback to the Project Lead. The Project Lead will respond to the questions and submit any required revisions. The Project Lead will then provide a letter to DOH-DON requesting approval of the final versions of all deliverables. DOH-DON approval of the final versions of all deliverables will denote the completion of the project.

### C.1.2 Draft Report Quality Reviews

A review of the draft report for each deliverable will be performed by DOH-DON. DOH-DON reviewers will provide feedback to the Project Lead. Specific concerns and requests for clarification will be documented and submitted to the Project Lead within 15 working days from the date/time of the review

submission. As described in the “Project Completion” section above, DOH-DON will also conduct a review after all deliverables have been submitted.

### **C.1.3 Reporting**

Reporting requirements are as follows:

- Written weekly status reports will be required (Attachment 13 includes an optional outline). The status report will include accomplishments, work to be completed for the upcoming week, any issues that need to be resolved, and an updated work plan.
- The weekly status report will be discussed in weekly status meetings that will be attended by the consultant and DOH-DON staff. Most status meetings will be held via conference call. Some status meetings may require the Project Lead to be present at DOH-DON Albany office.
- All written status reports must be submitted to DOH-DON as e-mail attachments (Microsoft Word is preferred) and sent to DOH-DON by noon one day prior to the weekly status meeting.

### **C.1.4 Work Location**

DOH-DON expects the consultants to work remotely, with the following exceptions and understanding:

- The Project Lead must be present at a kick-off meeting at the start of the contract at the **Department of Health, Division of Nutrition, Riverview Center, 150 Broadway, Room 650, Albany, N.Y. 12204-2719.**
- If requested by DOH-DON, the Project Lead must attend additional on-site meetings at the Department of Health in Albany, NY. It is expected that this may be requested no more frequently than once per month over the course of the contract. Reasonable advance notice for travel to Albany would be provided.
- All travel costs associated with these on-site meetings must be included in the bid proposal amount; the State will not separately reimburse for any travel related expenses associated with this on-site requirement, including relocation or commuting expenses.
- Travel within NYS will be required to meet with authorized WIC vendors and local agency staff. All travel costs associated with this travel requirement must be included in the bid proposal amount.

### **C.1.5 Project Documentation**

At the culmination of the Project, all documentation in hard copy and in electronic format, and other documentation which DOH-DON offered to the contractor to assist in their efforts, will be turned over to DOH-DON.

### **C.1.6 Tentative Schedule**

The bidder will include a high-level schedule in the Project Approach submitted with the Technical Proposal. It will be required that all project deliverables be submitted to DON-DON no later than August 31, 2014.

## **C.2 Bidder's Proposal and Project Lead Qualifications**

### **C.2.1 Mandatory Experience**

All bidders must propose a Project Lead. The Project Lead will be responsible for meeting all deliverables and the overall success of the project.

The bidder's proposed candidate for the Project Lead position must meet the following mandatory criteria:

1. A minimum of two (2) years of EBT experience providing system and implementation planning services of a comparable scope within the last six (6) years; and
2. A minimum of four (4) years of Project Management experience with Information Technology projects of a comparable scope within the last ten (10) years; and
3. Ability to clearly and correctly communicate in both written and spoken English.

### **C.2.2 Desirable Experience**

In addition to the mandatory criteria, the Project Lead's experience with the following desirable criteria will be evaluated:

1. Project Lead candidate's experience developing EBT requirements and EBT project planning documents for State WIC programs and/or experience with WIC Program operations and/or projects related to WIC Program management information systems used to certify clients and provide benefits.
2. Project Lead candidate's experience conducting feasibility studies and cost benefit analyses.
3. Project Lead candidate's experience in government, health industry or banking management information system project planning, including the development of project work plans, schedules, and reports.

### **C.2.3 Project Approach and Timeline**

The bidder's proposal will include a description of the Project Lead's plan to conduct and complete all deliverables listed in the RFP (see Attachment 17). Information to provide includes, but is not limited to,

the following: the Project Lead's methods for gathering input, methods for developing the various deliverables, expectations regarding the types of information or other participation needed from State staff to complete the deliverables, and a high-level timeline for completing key milestones.

The information submitted in the Project Approach document will be incorporated into the project work plan which will be developed by the Project Lead at the beginning of the project and will be the first deliverable for this project. The Project Approach should be no more than five pages in length and should be a high-level outline of how this project will transpire. The subsequent work plan will contain the details and timelines for each task.

#### **C.2.4 Resumes**

The bidder's proposal will include a resume for the Project Lead candidate recommended for this project. Resumes will be reviewed to verify that the candidates have met the minimum requirements in terms of years of experience as stated in this RFP.

With respect to this project, DOH-DON reserves the right to

- interview any or all of the candidates prior to selecting candidates;
- interview any or all of the candidates substituted for or added to the project during the course of the project;
- perform additional "background checks" on all submitted resumes as deemed necessary; and/or
- request the contractor to reassign consultant team members in the event of unsatisfactory performance.

The bidder will be responsible for certifying (see Attachment 19 Bidder's Candidate Certification) that all candidates for whom resumes have been submitted have been interviewed, have had references checked and all such interviews and reference checks have been documented. DOH-DON reserves the right to request this documentation at any time either during the evaluation process or during the term of the project.

#### **C.2.5 References**

The bidder's proposal will include three (3) references for the proposed Project Lead, with at least one reference from work performed within the past 24 months. References provided must be located within the continental United States and/or Canada and must be able to attest to the candidate's skill and experience as related to information submitted in the proposal. DOH-DON will check the references for the Project Lead proposed by the bidder who is a finalist for selection. Failure by the references to confirm the information submitted in the proposal will result in the disqualification of the candidate.

#### **C.2.6 Selected Bidder's Staffing Responsibilities**

The selected bidder must have access to a sufficient number of skilled staff with the expertise and skills required to fulfill the terms of the contract. This may include staff with experience in the following

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information technology areas: writing applications software, data structures, database design, testing and implementation, and software conversions.

The select bidder's staff must dedicate as much time to the project as needed to ensure its successful completion.

The select bidder must ensure that the availability of the Project Lead consultant will be maintained over the term of the contract. If the contractor finds it necessary to replace the Project Lead, DOH-DON must be notified. The contractor must offer one or more replacement candidates with comparable or better qualifications and experience than the previous consultant. DOH-DON will verify such qualifications and experience by the same process, or any part thereof, used to evaluate and select the original consultant and, if acceptable, give its final approval of the replacement.

DOH-DON reserves the right to request replacement staff in the event work is not performed satisfactorily by the Project Lead consultant. The same staff replacement process described above will apply.

The selected bidder's failure to provide satisfactory performance by its consultant as determined by DOH-DON may result in contract termination.

#### **D. PROPOSAL REQUIREMENTS**

To submit a proposal in response to this RFP, the bidder must assemble *two separately sealed envelopes/packages*, each containing specific information that is described in the following sections. The two envelopes/packages should be labeled as follows:

- Technical Proposal**
- Cost Proposal and Administrative Materials**

Combine each of the two *separately sealed envelopes/packages* into a single package and deliver it according to the instructions described in Section E.4 *Submission of Proposals*.

**DO NOT** email your proposals to the contact email address. Such email will **not** be accepted and will be deleted unopened.

Proposals must be signed by an official authorized to bind the vendor to its provisions.

Proposals which do not address the requirements of this RFP will be considered non-responsive, resulting in rejection of the proposal.

The State reserves the right to request clarification from individual vendors regarding any proposal content they submit.

##### **D.1 Technical Proposal**

The purpose of the Technical Proposal is to demonstrate the qualifications, competence, and capacity of

the Bidder and the proposed Project Lead presented to meet the mandatory and other requirements of this procurement. The Technical Proposal should demonstrate the qualifications of the Proposer and the proposed Project Lead.

A Technical Proposal that is incomplete in any material respect may be eliminated from consideration. The following outlines the format and content of information to be provided. The information requested should be provided in the prescribed format. Responses that do not follow the prescribed format may be eliminated from consideration. All responses will be subject to verification for accuracy.

**Please provide the information in the same order in which it is requested.** Your proposal should contain sufficient information to assure DOH-DON of its accuracy. Failure to follow these instructions may result in disqualification.

**Cost information must not be included in the Technical Proposal documents.**

Note: Forms referenced below in *italics* are included in the attachments to this solicitation document.

#### **D.1.1 Technical Proposal Package Contents**

The Technical Proposal must include all items indicated as mandatory below:

##### **Contents of the “Technical Proposal” Package:**

**Please provide two originals and three copies (a total of five sets) of all technical proposal items. Certain documents require signatures. Each of the sets should be collated in the following order:**

Item 1: Proposal Cover Letter

Item 2: Title Page and Table of Contents

Item 3: The “*Vendor Information Form*” (Attachment 9).  
Form should be completed and signed.

Item 4: The “*Mandatory Experience Form*” (Attachment 18) for the Project Lead.  
Demonstrate the ability to meet the mandatory experience requirements by providing a brief project description, client name, project name, and dates worked for each relevant project. **THIS IS A MANDATORY ITEM.**

Item 5: The “*Desirable Experience Form*” (Attachment 20) for the Project Lead.  
Demonstrate the ability to meet the desirable skills by describing the relevant experience for the listed criteria. **Failure to submit this form will result in receiving zero points in the evaluation process for this section.**

Item 6: Resume for the Project Lead. **THIS IS A MANDATORY ITEM.**

Item 7: The “*Reference Submission Form*” (Attachment 11). Form should include at least 3 references for the Project Lead candidate. **THIS IS A MANDATORY ITEM.**

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- Item 8: The “*Bidder’s Candidate Certification*” form (Attachment 19).  
Form should be completed and signed. **THIS IS A MANDATORY ITEM.**
- Item 9: The Project Lead’s “*Project Approach*” document (Attachment 10). **THIS IS A MANDATORY ITEM.**
- Item 10: The “*Vendor Responsibility Attestation*” (Attachment 3) or “*Vendor Responsibility Questionnaire*” (Attachment 4).  
Form should be completed and signed.

## **D.2 Cost Proposal and Administrative Materials**

Bidders are required to provide cost-related and administrative materials with their proposals.

### **D.2.1 Cost Proposal and Administrative Materials Package Contents**

The Cost Proposal and Administrative Materials envelope must include all items indicated as mandatory below:

**Please provide two signed originals and three copies (a total of five sets) of the cost proposal and administrative materials items. Each of the sets should be collated in the following order:**

- Item 1: The “*New York State Department of Health Lobbying Form*” (Attachment 1).  
**THIS IS A MANDATORY ITEM.**

- The form must be completed and signed by the responsible corporate officer for contract negotiation.

- Item 2: The “*Cost Proposal Form*” (Attachment 15). **THIS IS A MANDATORY ITEM.**

- The total bid price will be predicated upon activities indicated in the Scope of Work and shall include all ancillary costs such as printing, secretarial, data entry, travel, salaries and any tools necessary to complete the deliverable

- Item 3: The “*M/WBE Utilization Plan*” (Attachment 7).

The following additional form is only required by the bidder who is awarded the contract; however, bidders may submit the form with the cost proposal:

- Item 4: The State Consultant Services Form A (Attachment 8)  
If the bidder chooses to submit Form A with their proposal, **PLEASE INSERT IT INTO THE COST PROPOSAL.**

### **D.3 Department of Health Responsibilities**

- a. DOH-DON will assign a staff member to act as the liaison for the agency and as a primary contact for the Project Lead. DOH-DON's designee will answer all technical and analytical questions for the Project Lead.
- b. DOH-DON will provide the Project Lead with documentation and other information to assist in the development of the project deliverables.
- c. DOH-DON will review project deliverables and provide written sign-offs (either acceptance or rejections) to the Project Lead within the prescribed period of time (to be defined in the approved Work Plan). The Project Lead should use a version of the Deliverables Transmittal Form (Attachment 17) to submit products to DOH-DON.

### **D.4 Method Of Award**

DOH-DON will evaluate each bid passing the minimum requirements based on the "Best Value" concept. This means that the bid that optimizes quality, cost, and efficiency among the responsible and responsive bidders shall be selected for an award. The bidder must meet all of the technical and non-technical mandatory requirements. There will be one single award as a result of this RFP.

#### **D.4.1 Evaluation Process**

1. DOH-DON will conduct a comprehensive, fair and impartial evaluation of each proposal in response to this solicitation.
2. At the discretion of DOH-DON, all bids may be rejected.
3. The evaluation of the bids will include, but not be limited to, the following considerations:
  - a. All proposals will be reviewed by DOH-DON to determine if all mandatory requirements are met and then scored numerically.
  - b. Proposals that fail to meet the mandatory requirements will receive no further review.
  - c. Proposals that pass the mandatory requirements will be reviewed and the Project Lead's Desirable Experience and Skills and Proposed Project Approach will be scored numerically.
  - d. The references of the proposed candidate of the highest scoring proposal will be checked.

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- e. DOH-DON will conduct an interview of the proposed candidate of the highest scoring proposal. At DOH-DON's discretion, this interview will be conducted either in-person or via conference call. The interview will be pass/fail. The purpose of this interview will be to ascertain whether or not the candidate can effectively communicate verbally in English.

In addition, DOH-DON will request copies of two writing samples written by the candidate. These writing samples must be provided by the bidder a minimum of two days prior to the interview. These samples will be mailed, faxed, or emailed to the Permissible Subject Matter contact designated on page one of this IFB. The purpose of the writing samples will be to ascertain whether or not the candidate can effectively communicate in written English. The subject matter content of the writing samples, in addition to other interview questions, will be discussed with the candidate at the interview.

In the event that the candidate fails the interview, the bidder will be deemed non-responsive and will not have the option to substitute another Project Lead candidate. DOH-DON will then move on the next highest scoring proposal and interview its proposed candidate in the same manner as described above.

- f. DOH-DON will select the bidder who offers the best value to New York State.
- g. The Technical Proposal (70% of total score) and the Cost Proposal (30% of total score) will be evaluated separately. The 70% total score allotted to the Technical Proposal includes the following components: Mandatory Experience (20%), Desirable Experience (30%), Project Approach/Timeline (20%), and the Interview (pass/fail).
- h. The technical component score and cost component score of each bid will be added together to create a total score. The bids will be ranked according to total score. The highest scoring responsible and responsive bidder will be selected to receive an award.
- i. 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
4. DOH-DON will notify all bidders in writing when it makes its selection and upon final contract award. Upon determination of the winning proposal, DOH-DON will develop a binding contract with the selected bidder to provide the services.

PLEASE NOTE THAT FUNDING IS LIMITED FOR THIS PROJECT. THE STATE WILL ONLY AWARD A CONTRACT TO A BIDDER THAT WILL COMPLETE ALL DELIVERABLES AS DESCRIBED IN SECTION C. DETAILED SPECIFICATIONS WITHIN THE FUNDING ALLOCATED FOR THIS PROJECT.

## **E. ADMINISTRATIVE**

### **E.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.

### **E.2 Inquiries**

Questions may be submitted by mail or e-mail regarding the technical scope of the project to the designated contact listed below by the Questions Due deadline. Questions will not be accepted by fax or phone. It will be DOH's responsibility to respond to your questions in writing.

Any questions concerning this solicitation must be directed to:

**Designated Contact:**  
**James Featherstone**  
**Bureau of Supplemental Food Programs**  
**Division of Nutrition**  
**NYS Department of Health**  
**150 Broadway, Room 650**  
**Albany, New York 12204-2719**  
Email address: [WICIFBS@health.state.ny.us](mailto:WICIFBS@health.state.ny.us)

**QUESTIONS MUST BE SUBMITTED BY THE DATE LISTED ON THE COVER PAGE.  
QUESTIONS SUBMITTED AFTER THIS DATE MAY NOT BE ANSWERED.**

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 listed in the Schedule of Key Events page of this RFP. Bidders wishing to receive these documents via mail must send a request, in writing, to the Department at the address above.

**A PRE-BID CONFERENCE WILL NOT BE HELD FOR THIS SOLICITATION.**

### **E.3 Notice of Intent**

Bidders interested in responding to this solicitation may submit a non-binding *Notice of Intent* (Attachment 16) by the date listed in the Schedule of Key Events, indicating whether or not they intend to bid. The notice should specify a contact person and provide his or her mailing address, e-mail address, telephone and fax numbers.

Submission of a *Notice of Intent* is NOT mandatory, but it will ensure the bidder's automatic receipt of any subsequent communications related to the solicitation document. Notices of Intent may be e-mailed, mailed, faxed or hand delivered to the attention of:

**“WIC EBT Analysis Project - Notice of Intent”**  
Attn: James Featherstone

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Bureau of Supplemental Food Programs  
NYS Department of Health - Division of Nutrition  
Riverview Center  
150 Broadway, Room 650  
Albany, New York 12204  
E-mail: [wicifbs@health.state.ny.us](mailto:wicifbs@health.state.ny.us) Fax: 518-402-7348

#### **E.4 Submission of Proposals**

Proposals must be received no later than **3:30 p.m.** Eastern Time on the bid due date listed in the Schedule of Key Events.

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

**Refer to Section D for the specific items to include in the bid proposal.**

**Bidders should submit multiple paper copies of the proposal as follows:**

- Submit **two sets of signed paper originals** and **three sets of signed paper copies** of the Bid Proposal (this includes the Technical Proposal documents and the Cost Proposal and Administrative Materials documents).

**Package the proposal as follows:**

- Each of the proposals described in Section D (the "Technical Proposal" and the "Cost Proposal and Administrative Materials") must be assembled in separate, sealed envelopes/packages and appropriately labeled.
- Package the two bid envelopes inside a single mailing package, clearly marked "**WIC EBT Analysis Project**" and deliver to:

**Bureau of Supplemental Food Programs  
Division of Nutrition  
NYS Department of Health  
150 Broadway, Room 650  
Albany, New York 12204-2719**

**ATTENTION: James Featherstone / Bid Enclosed**

- The Lobbying Form must be filled out in its entirety.

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- 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.

**NOTICE TO NON-BIDDERS:**

**If your Company elects NOT to submit a bid, please complete and return a copy of the *No-Bid Form (Attachment 2)* to the address above.**

**E.5 The Department of Health Reserves the Right To**

- a. Reject any or all proposals received in response to the RFP;
- b. Withdraw the RFP at any time, at the agency's sole discretion;
- c. Make an award under the RFP in whole or in part;
- d. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;
- e. Seek clarifications and revisions of proposals;
- f. Use proposal information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP;
- g. Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
- h. Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments;
- i. Change any of the scheduled dates;
- j. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
- k. Waive any requirements that are not material;
- l. Negotiate with the successful bidder within the scope of the RFP in the best interests of the state;
- m. Conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder;
- n. Utilize any and all ideas submitted in the proposals received;

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- o. Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 180 days from the bid opening; and,
- p. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation.

**E.6 Payment**

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

**New York State Department of Health  
Unit ID 345XXXX**

**PO Box 2093  
Albany, New York 12220-0093**

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](http://www.osc.state.ny.us/epay/index.htm), by Email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by telephone at 518-474-6019.

The 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, 9<sup>th</sup> 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. Only upon written acceptance of each deliverable by DOH-DON, may the Contractor then submit an invoice to DOH-DON for payment of the deliverable. The following percentages of the total bid price will be the payment amount for each deliverable:

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<b>Deliverable</b>	<b>Description</b>	<b>Percentage</b>
WICEBT-1	Project Work Plan and Timeline	5%
WICEBT-2	Vendor Impact Analysis and Report	30%
WICEBT-3A	Local Agency Analysis Methodology	5%
WICEBT-3B	Local Agency Impact Report	15%
WICEBT-4	Implementation Plan:	
	Draft Implementation Plan	5%
	Final Implementation Plan	15%
WICEBT-5	Cost Analysis	20%
WICEBT-6	Project Completion (all deliverables finalized)	5%
		100%

**E.7 Term of Contract**

This agreement shall be effective upon approval of the NYS Office of the State Comptroller. It is anticipated that the Department will award a contract for a two (2) year period. If all project deliverables have not been completed, the Department reserves the right to extend the contract for up to three additional one (1) year periods for a total of five (5) years at no additional cost. The contract is subject to availability of funds.

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.

**E.8 Debriefing**

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

**E.9 Protest Procedures**

In the event unsuccessful bidders wish to protest the award resulting from this RFP, bidders should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found on the OSC website at: [http://www.osc.state.ny.us/agencies/gbull/g\\_232.htm](http://www.osc.state.ny.us/agencies/gbull/g_232.htm).

**E.10 Vendor Responsibility Questionnaire**

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at [www.osc.state.ny.us/vendrep](http://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](mailto: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](http://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 3).

### **E.11 State Consultant Services Reporting**

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

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

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

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

### **E.12 Lobbying Statute**

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

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

- k. establishes the Advisory Council on Procurement Lobbying.

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

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

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

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

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

### **E.14 Information Security Breach and Notification Act**

Section 208 of the State Technology Law (STL) and Section 899-aa of the General Business Law (GBL) require that State entities and persons or businesses conducting business in New York who own or license computerized data which includes private information including an individual’s unencrypted personal information plus one or more of the following: social security number, driver’s license number or non-driver ID, account number, credit or debit card number plus security code, access code or password which permits access to an individual’s financial account, must disclose to a New York resident when their private information was, or is reasonably believed to have been, acquired by a person without valid authorization. Notification of breach of that private information to all individuals affected or potentially affected must occur in the most expedient time possible without unreasonable delay, after measures are taken to determine the scope of the breach and to restore integrity; provided, however, that notification may be delayed if law enforcement determines that expedient notification would impede a criminal investigation. When

notification is necessary, the State entity or person or business conducting business in New York must also notify the following New York State agencies: the Attorney General, the Office of Cyber Security & Critical Infrastructure Coordination (CSCIC) and the Consumer Protection Board (CPB). Information relative to the law and the notification process is available at:

<http://www.cscic.state.ny.us/security/securitybreach/>

### **E.15 New York State Tax Law Section 5-a**

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

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

Contractor must complete and submit directly to the New York State Taxation and Finance, Contractor Certification Form ST-220-TD attached hereto. 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.

### **E.16 Piggybacking**

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

### **E.17 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

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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:
  - 1. If a Bidder fails to submit a MWBE Utilization Plan;
  - 2. If a Bidder fails to submit a written remedy to a notice of deficiency;
  - 3. If a Bidder fails to submit a request for waiver; or
  - 4. 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 10<sup>th</sup> 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

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- 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 M - Participation by Minority Group Members and Women with Respect to State Contracts: Requirements and Procedures
  
- APPENDIX X – Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

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**G. ATTACHMENTS**

- Attachment 1: New York State Department of Health Lobbying Form
- Attachment 2: No Bid Form
- Attachment 3: Vendor Responsibility Attestation
- Attachment 4: N.Y.S. Office of the State Comptroller Vendor Responsibility Questionnaire
- Attachment 5: Department of Health Miscellaneous/Consultant Services Contract Boilerplate
- Attachment6: NYS Tax and Finance Contractor Certification Forms ST-220-TD & ST-220-CA
- Attachment7: M/WBE Procurement Forms
- Attachment8: State Consultant Services Form A & Form B
- Attachment9: Vendor Information Form
- Attachment10: Project Approach
- Attachment11: Reference Submission Form
- Attachment12: Weekly Status Report Cover Sheet
- Attachment13: Weekly Status Report Outline
- Attachment14: Meeting Summary Report Outline
- Attachment15: Cost Proposal Form
- Attachment16: Notice of Intent
- Attachment17: Deliverables Work Effort and Transmittal Form
- Attachment18: Mandatory Experience Form
- Attachment19: Bidder's Candidate Certification
- Attachment20: Desirable Experience Form

**Attachment 1 – NYS Department of Health Lobbying Form**

**NEW YORK STATE  
DEPARTMENT OF HEALTH**

**Lobbying Form**

**H. PROCUREMENT TITLE:** \_\_\_\_\_ **FAU #**  
\_\_\_\_\_

Bidder Name:  
Bidder Address:

Bidder Vendor ID #:  
Bidder Federal ID#:

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

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

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

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

No Yes

If yes, please answer the next questions:

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

No Yes

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

No Yes

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

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Add additional pages as necessary)

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

No                      Yes

2b. If yes, please provide details below.

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Add additional pages as necessary)

**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.

\_\_\_\_\_  
(Officer Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Officer Title)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(e-mail Address)

**Attachment 2 – No Bid Form**

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 3 – Vendor Responsibility Attestation**

**Vendor Responsibility Attestation**

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

**Choose one:**

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

Signature of Organization Official: \_\_\_\_\_

Print/type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**Attachment 4 – Vendor Responsibility Questionnaire**

An electronic fill-in version of the *NYS Vendor Responsibility Questionnaire* can be found at:

[http://www.osc.state.ny.us/vendrep/forms\\_vendor.htm](http://www.osc.state.ny.us/vendrep/forms_vendor.htm)

**Attachment 5 – Department Of Health Miscellaneous/Consultant Services**  
**Contract Boilerplate**

NYSDOH-DON  
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**MISCELLANEOUS / CONSULTANT SERVICES**

STATE AGENCY (Name and Address):  
Department of Health  
Corning Tower  
Albany, NY 12237

NYS COMPTROLLER'S NUMBER: C#  
  
ORIGINATING AGENCY GLBU: DOH01  
DEPARTMENT ID: 3450270

CONTRACTOR (Name and Address):

TYPE OF PROGRAM(S):

CHARITIES REGISTRATION NUMBER:

CONTRACT TERM

FROM:  
TO:

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

FUNDING AMOUNT FOR CONTRACT  
TERM:

FEDERAL TAX IDENTIFICATION NUMBER:

STATUS:  
CONTRACTOR IS ( ) IS NOT ( ) A  
SECTARIAN ENTITY

NYS VENDOR IDENTIFICATION NUMBER:

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

MUNICIPALITY NO. (if applicable)

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

( ) IF MARKED HERE, THIS CONTRACT IS RENEWABLE FOR \_\_\_ ADDITIONAL ONE-YEAR PERIOD(S)  
AT THE SOLE OPTION OF THE STATE AND SUBJECT TO APPROVAL OF THE OFFICE OF THE STATE  
COMPTROLLER.

**BID OPENING DATE:**

**APPENDICES ATTACHED AND PART OF THIS AGREEMENT**

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

- APPENDIX A Standard Clauses as required by the Attorney General for all State Contracts.
- APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)
- APPENDIX Q Modification of Standard Department of Health Contract Language
- STATE OF NEW YORK AGREEMENT
- APPENDIX D General Specifications
- APPENDIX B Request For Proposal (RFP)
- APPENDIX C Proposal
- APPENDIX E-1 Proof of Workers' Compensation Coverage
- APPENDIX E-2 Proof of Disability Insurance Coverage
- APPENDIX H Federal Health Insurance Portability and Accountability Act Business Associate Agreement
- APPENDIX G Notices
- APPENDIX M Participation by Minority Group Members and Women with respect to State Contracts: Requirements and Procedures

NYSDOH-DON  
WIC EBT Analysis Project RFP

Contract No.: C#

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

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
STATE AGENCY

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

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

STATE OF NEW YORK     )  
  )SS.:  
County of \_\_\_\_\_)

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

\_\_\_\_\_  
(Signature and office of the individual taking acknowledgement)

\_\_\_\_\_  
ATTORNEY GENERAL'S SIGNATURE

\_\_\_\_\_  
STATE COMPTROLLER'S SIGNATURE

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

**GLBU: DOH01  
APPENDIX X**

Contract Number: \_\_\_\_\_ Contractor: \_\_\_\_\_

Amendment Number X-\_\_\_\_\_ BSC Unit ID: 345<XXXX>

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.

Additionally, Contractor certifies that it is not included on the prohibited entities list published at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> as a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York. Under the Act, the Commissioner of the Office of General Services (OGS) has developed a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Contractor (or any assignee) also certifies that it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

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

\$ \_\_\_\_\_ From \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_ .  
(Value before amendment) (Initial start date)

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

\$ \_\_\_\_\_ From \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_ .

This will result in new contract terms of:

\$ \_\_\_\_\_ From \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_ .  
(All years thus far combined) (Initial start date) (Amendment end date)

NYSDOH-DON  
WIC EBT Analysis Project RFP  
Signature Page for:

Contract Number: \_\_\_\_\_

Contractor: \_\_\_\_\_

Amendment Number: X-\_\_\_\_\_

BSC Unit ID: 3450270

-----  
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: \_\_\_\_\_

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.

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## **STANDARD CLAUSES FOR NYS CONTRACTS**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, 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). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

**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  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

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

633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
<http://esd.ny.gov/MWBE/directorySearch.html>

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.

STATE OF NEW YORK  
AGREEMENT

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

WITNESSETH:

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

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

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

I. Conditions of Agreement

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

II. Payment and Reporting

- A. The CONTRACTOR shall submit complete and accurate invoices and/or vouchers, together with supporting documentation required by the contract, the State Agency and the State Comptroller, to the STATE's designated payment office in order to receive payment to one of the following addresses:

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1. Preferred Method: Email a .pdf copy of your signed voucher to the BSC at: [DOHaccounts payable@ogs.ny.gov](mailto:DOHaccounts payable@ogs.ny.gov) with a subject field as follows:  
Subject: <<Unit ID: 345XXXX>> <<Contract #>>

(Note: **do not** send a paper copy in addition to your emailed voucher.)

2. Alternate Method: Mail vouchers to BSC at the following U.S. postal address:

**NYS Department of Health  
Unit ID 345<<xxxx>>  
PO Box 2093  
Albany, NY 12220-0093**

- B. 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.

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](http://www.osc.state.ny.us/epay/index.htm), by email at [helpdesk@sfs.ny.gov](mailto:helpdesk@sfs.ny.gov) or by telephone at 1-855-233-8363. 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/vendors/vendorguide/guide.htm>.

### III. Term of Contract

- A. Upon approval of the Office of the State Comptroller, this AGREEMENT shall be effective for the term as specified on the cover page.
- B. This Agreement may be terminated by mutual written agreement of the contracting parties.
- C. This Agreement may be terminated by the Department for cause upon the failure of the Contractor to comply with the terms and conditions of this Agreement, including the attachments hereto, provided that the Department shall give the contractor written notice via registered or certified mail, return receipt requested, or shall deliver same by hand-receiving Contractor's receipt therefor, such written notice to specify the Contractor's failure and the termination of this Agreement. Termination shall be effective ten (10) business days from receipt of such notice, established by the receipt returned to the Department. The Contractor agrees to incur no new obligations nor to claim for any expenses made after receipt of the notification of termination.
- D. This Agreement may be deemed terminated immediately at the option of the Department upon the filing of a petition in bankruptcy or insolvency, by or against the

Contractor. Such termination shall be immediate and complete, without termination costs or further obligations by the Department to the Contractor.

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

#### IV. Proof of Coverage

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

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

#### V. Indemnification

- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
- B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claims, demand or application to or for any right based upon any different status.

**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

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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.

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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 therefrom, 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

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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

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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. 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.

- X. 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.

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

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

Instructions for Certification

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered Transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of parties Excluded from Federal Procurement and Non-procurement Programs.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary

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course of business dealings.

- i. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
    - a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily exclude from participation in this transaction by any Federal department agency.
    - b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Y. 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.

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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.

Z. 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 following address New York State Department of Health, Bureau of Contracts Room -2756, Corning Tower, Albany, NY 12237; 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, Albany NY 12239, ATTN: Consultant Reporting.

AA. 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.

BB. 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.

CC. 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.

DD. On-Going Responsibility

1. General Responsibility Language: The CONTRACTOR shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of Health or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
2. Suspension of Work (for Non-Responsibility) :The Commissioner of Health or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Health or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

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3. Termination (for Non-Responsibility) : Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Department of Health officials or staff, the Contract may be terminated by Commissioner of Health or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of Health or his or her designee to be non-responsible. In such event, the Commissioner of Health or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

EE. Provisions Related to Iran Divestment Act As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) has developed a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list has been posted on the OGS website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

By entering into this Contract, CONTRACTOR (or any assignee) certifies that it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, CONTRACTOR agrees that should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. CONTRACTOR also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before the New York State Department of Health may approve a request for Assignment of Contract.

During the term of the Contract, should New York State Department of Health receive information that a person is in violation of the above referenced certification, New York State Department of Health will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then New York State Department of Health shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the CONTRACTOR in default.

New York State Department of Health reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

## **Appendix G**

### **NOTICES**

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

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

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

#### **State of New York Department of Health**

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

#### **[Insert Contractor Name]**

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

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

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

**APPENDIX 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 10<sup>th</sup> 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.

## **Attachment 6 – Sales Tax Forms**

An electronic fill-in version of the *NYS Taxation and Finance Contractor Certification Form ST-220-TD*, can be found at:

[http://www.tax.ny.gov/forms/form\\_number\\_order\\_st\\_y.htm](http://www.tax.ny.gov/forms/form_number_order_st_y.htm)

An electronic fill-in version of the *NYS Taxation and Finance Contractor Certification Form ST-220-CA* can be found at:

[http://www.tax.ny.gov/forms/form\\_number\\_order\\_st\\_y.htm](http://www.tax.ny.gov/forms/form_number_order_st_y.htm)

**Attachment 7 – M/WBE Procurement Forms**

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

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

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

- M/WBE Form #1 -

**New York State Department of Health**

**BIDDER/CONTRACTOR M/WBE UTILIZATION PLAN**

<b>Bidder/Contractor Name:</b>	
<b>RFP/Contract Title:</b>	<b>RFP/Contract No.</b>

**Description of Plan to Meet M/WBE Goals**

**PROJECTED M/WBE USAGE**

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

**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
<b>Name</b>  <b>Address</b>  <b>City, State, ZIP</b>  <b>Employer I.D.</b>  <b>Telephone Number</b> ( ) -		\$ _____
<b>Name</b>  <b>Address</b>  <b>City, State, ZIP</b>  <b>Employer I.D.</b>  <b>Telephone Number</b> ( ) -		\$ _____
<b>Name</b>  <b>Address</b>  <b>City, State, ZIP</b>  <b>Employer I.D.</b>  <b>Telephone Number</b> ( ) -		\$ _____

## 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
<b>Name</b>  <b>Address</b>  <b>City, State, ZIP</b>  <b>Employer I.D.</b>  <b>Telephone Number</b> ( ) -		\$ _____
<b>Name</b>  <b>Address</b>  <b>City, State, ZIP</b>  <b>Employer I.D.</b>  <b>Telephone Number</b> ( ) -		\$ _____
<b>Name</b>  <b>Address</b>  <b>City, State, ZIP</b>  <b>Employer I.D.</b>  <b>Telephone Number</b> ( ) -		\$ _____

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- M/WBE Form #2 -

**New York State Department of Health**

**M/WBE UTILIZATION WAIVER REQUEST**

<b>Bidder/Contractor Name:</b>	
<b>RFP/Contract Title:</b>	<b>RFP/Contract #</b>

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

- M/WBE Form #3 -

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

<b>Contractor Name:</b>	
<b>Contract Title:</b>	<b>Contract No.</b>

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

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

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

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

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

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

Submitted by : \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_  
Signature



**- M/WBE Form #5 -**  
**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:

**EEO** \_\_\_\_\_  
Signature & Date

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.
- (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

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 - M/WBE Form #6 -  
 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							
<b>TOTAL</b>							

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

\_\_\_\_\_

(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:

**EEO** By \_\_\_\_\_  
–  
Print: \_\_\_\_\_ Title: \_\_\_\_\_

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.
- (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

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_

NYSDOH-DON  
WIC EBT Analysis Project RFP

\_\_\_\_\_ is designated as the Minority Business Enterprise Liaison  
(Name of Designated Liaison)

responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment Opportunity (M/WBE-EEO) program.

**M/WBE Contract Goals**

\_\_\_\_\_20% Minority and Women’s Business Enterprise Participation

\_\_\_\_\_ % Minority Business Enterprise Participation

\_\_\_\_\_ % Women’s Business Enterprise Participation

**EEO Contract Goals**

\_\_\_\_\_ % Minority Labor Force Participation

\_\_\_\_\_ % Female Labor Force Participation

\_\_\_\_\_  
(Authorized Representative)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment 8 – State Consultant Services Form A and Form B**

NYSDOH-DON  
WIC EBT Analysis Project RFP

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)

## 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 15<sup>th</sup> 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, 11<sup>th</sup> 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](http://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.

NYSDOH-DON  
WIC EBT Analysis Project RFP

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:	

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

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

Name of person who prepared this report:

Title:

Phone #:

Preparer's signature:

Date Prepared: / /

Page of  
(use additional pages if necessary)

**Attachment 9 - Vendor Information Form**

NYSDOH-DON  
WIC EBT Analysis Project RFP  
**Vendor Information**

Page 1 of 2

<b>Name of Company</b>	<b>Federal Tax ID Number</b>
<b>Company Address</b>	<b>Purchase Order Address</b>
<b>Name of Company Official Submitting Bid (Print or Type)</b>	<b>Title</b>
<b>Authorized Signature</b>	<b>Date</b>
<b>Phone</b>	<b>Extension</b>
<b>Toll Free Phone</b>	<b>Extension</b>
<b>Fax</b>	<b>Extension</b>
<b>E-Mail Address</b>	
<b>Company Web Site</b>	

**Person or Persons to Contact for Expediting New York State Contract Orders:**

<b>Name (s)</b>	
<b>Phone</b>	<b>Extension</b>
<b>Toll Free Phone</b>	<b>Extension</b>
<b>Fax</b>	<b>Extension</b>
<b>E-Mail Address (es)</b>	

NYSDOH-DON  
WIC EBT Analysis Project RFP  
**Vendor Information**

Page 2 of 2

Name of Company	Federal Tax ID Number
-----------------	-----------------------

**Failure to Answer the Questions will Delay the Evaluation of your Bid and May Result in Rejection of your Bid.**

Pricing - Are prices quoted the same as or lower than those quoted other corporations, institutions and government agencies on similar products, quantities, terms and conditions?	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

**Business Information**

1. Are you a New York State Resident Business?  Yes  No
2. Total number of people employed by your business: \_\_\_\_\_
3. Total number of people employed by your business in New York State: \_\_\_\_\_
4. Is your business independently owned and operated?  Yes  No
5. Is your business at least 51% owned and controlled by women, or 50% owned and controlled by minority group members (i.e., Black, Hispanic, Asian, Pacific Islander, American Indian, Alaskan Native)?  
 Yes  No
  - a. If yes, have you been certified or registered?  Yes  No
  - b. List certification or registration authority: \_\_\_\_\_
6. Is your company considered an industry leader in your field?  Yes  No

**Place of Manufacturer of Product(s)**

1. All New York State Manufacture?  Yes  No
2. All Manufactured outside New York State?  Yes  No
3. Manufactured in New York State and Outside New York State?  Yes  No
  - a. If Yes, location (State) where more than half the value is added to the product(s):  
\_\_\_\_\_
  - b. Bidder's Principal Place of Business (*Principal Place of Business is the location of the primary control, direction and management of the enterprise*):  
\_\_\_\_\_

**NYS Small Business Certification**

Name of Company Official Submitting Certification	Title	
Signature	Telephone Number	Date

**Attachment 10 – Project Approach**

### **Project Approach**

**Bidder:** \_\_\_\_\_

**Project Lead:** \_\_\_\_\_

Attach to this cover sheet a description of the Project Lead's plan to conduct and complete all deliverables listed in the RFP. The Project Approach should be no more than five pages in length and should be a high-level outline of how this project will transpire. Information to provide includes, but is not limited to, the following: the Project Lead's methods for gathering input, methods for developing the various deliverables, expectations regarding the types of information or other participation needed from State staff to complete the deliverables, and a high-level timeline for completing key milestones.

Note: DOH-DON strongly prefers all project deliverables to be completed by no later than 8/31/2014.

The information submitted in the Project Approach document will be incorporated into a work plan to be developed by the Project Lead at the beginning of the contract and will be the first deliverable for this project. The subsequent work plan will contain the details and timelines for each task.

**Attachment 11 – Reference Submission Form**

NYSDOH-DON  
 WIC EBT Analysis Project RFP  
**WIC EBT Analysis Consultant**  
**Reference Submission Form (Page 1)**

**Bidder:** \_\_\_\_\_

**Project Lead Candidate:** \_\_\_\_\_

**Note:** Each reference must be from a supervisory level or above. The references must have first-hand knowledge of the candidate's ability to provide the types of services described in the Scope of Work and this RFP. All references must be located within the continental United States and/or Canada. DOH-DON will contact references and document the results. A reference may also be contacted for clarification of information submitted for the candidate, if necessary. Please ensure the contact information provided for each reference is accurate and up-to-date. A contractor may be made ineligible for consideration for bid award if any part of this requirement is not satisfied.

<b>Three Primary References (Required)</b>
<p><b>Reference #1</b></p> <p>Name: _____</p> <p>Company/Project (to which the reference applies):                      _____ / _____</p> <p>Phone: (____)-____-____                      E-mail: _____</p> <p>Relationship of Reference to candidate:</p> <p> <input type="checkbox"/> Immediate Supervisor                                          <input type="checkbox"/> Immediate Manager                                          <input type="checkbox"/> Project Coordinator  <input type="checkbox"/> Other (Specify) _____                 </p>
<p><b>Reference #2</b></p> <p>Name: _____</p> <p>Company/Project (to which the reference applies):                      _____ / _____</p> <p>Phone: (____)-____-____                      E-mail: _____</p> <p>Relationship of Reference to candidate:</p> <p> <input type="checkbox"/> Immediate Supervisor                                          <input type="checkbox"/> Immediate Manager                                          <input type="checkbox"/> Project Coordinator  <input type="checkbox"/> Other (Specify) _____                 </p>
<p><b>Reference #3</b></p> <p>Name: _____</p> <p>Company/Project (to which the reference applies):                      _____ / _____</p> <p>Phone: (____)-____-____                      E-mail: _____</p> <p>Relationship of Reference to candidate:</p> <p> <input type="checkbox"/> Immediate Supervisor                                          <input type="checkbox"/> Immediate Manager                                          <input type="checkbox"/> Project Coordinator  <input type="checkbox"/> Other (Specify) _____                 </p>

NYSDOH-DON  
WIC EBT Analysis Project RFP

**WIC EBT Analysis Consultant  
Reference Submission Form (Page 2)**

**Bidder:** \_\_\_\_\_

**Project Lead Candidate:** \_\_\_\_\_

**Alternate Reference (*Optional*, to be used in the event one of the primary references is unavailable or unacceptable):**

Name: \_\_\_\_\_

Company/Project (to which the reference applies):

\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_

Phone: (\_\_\_\_)-\_\_\_\_-\_\_\_\_ E-mail: \_\_\_\_\_

Relationship of Reference to candidate:

Immediate Supervisor       Immediate Manager       Project Coordinator

Other (Specify) \_\_\_\_\_

**Attachment 12 – Weekly Status Report Cover Sheet**

**WEEKLY STATUS REPORT COVER SHEET**

**PROJECT NAME:**                    <Insert Assigned Project Name>

**PERIOD COVERED:**            <Month-Day-Year> THRU <Month-Day-Year>

**DATE PREPARED:**             <Month-Day-Year>

**PROJECT LEAD:**            <Consultant Project Lead Name>

**DISTRIBUTION:**             <Insert Recipient Name and Issuing Agency/Firm Name>

<Recipient Name and Issuing Agency/Firm Name>

<Recipient Name and Issuing Agency/Firm Name>

<Recipient Name and Issuing Agency/Firm Name>

**ATTACHMENT(S):**            Updated Work Plan

**Attachment 13 – Weekly Status Report Outline**

**WEEKLY STATUS REPORT SAMPLE OUTLINE**

I. ACCOMPLISHMENTS THIS PERIOD

- A. Work Plan Tasks/Sub-Tasks
  - 1. Planned for and completed this period.  
Identify by Work Plan (task/sub-task) name and number.
  - 2. Not planned for and completed this period.  
Work Plan (task/sub-task) name and number.  
 Description of progress made to date.
- B. Deliverables submitted for Sign-Off  
Name of deliverable(s), Work Plan Task/Sub-Task (name and number) completed.
- C. Work Plan Status
  - 1. Review attached updated version of Work Plan.
  - 2. On-time? Reason for delay? New target date?
- D. Meetings attended:  
Identify each by date and location.

I. PROBLEMS/ISSUES/CONCERNS ENCOUNTERED THIS PERIOD

- A. Outstanding problems affecting Project progress and/or completion:  
Identify each in detail and discuss potential impact to Project.
- B. Other problems/issues/concerns:  
Identify each and discuss.

III. GOALS SCHEDULED FOR COMPLETION NEXT PERIOD

- A. Work Plan Tasks/Sub-Tasks  
Identify any anticipated deviations from the established, attached Work Plan by Work Plan name and number and give brief description of deviation and impact on the Project.
- B. Deliverable(s) planned for submission  
Identify by Work Plan name and Task/Sub-Task.  
 Date to be delivered.
- C. Anticipated/Scheduled Meetings
- D. Miscellaneous
  - 1. Planned Absences by Consultant Staff:  
Identify by Staff name and date expected to be absent
  - 2. Other items of interest that are project related

**Attachment 14 – Meeting Summary Cover Sheet**

**MEETING SUMMARY COVER SHEET**

PROJECT NAME:                   <Assigned Project Name>

PURPOSE:                        <Brief description of reason for meeting>

DATE/TIME OF MEETING: <Month-Day-Year>

LOCATION:                         <Location of where meeting was held>

ATTENDEES:                    FROM Consulting Team <List attendees>

                                      FROM Issuing Entity <List attendees>

  

DISCUSSION DOCUMENTS:     <Document #1>

                                      <Document #2>

  

ATTACHMENT(S):                <Attachment #1>

                                      <Attachment #2>

**Attachment 15 – Cost Proposal Form**

NYSDOH-DON  
WIC EBT Analysis Project RFP  
NEW YORK STATE WIC PROGRAM EBT ANALYSIS PROJECT

Cost Proposal Form

Vendor Name: \_\_\_\_\_

The above named company bids the following price for the provision of all project deliverables as described in the New York State WIC Program Electronic Benefits Transfer (EBT) Analysis Project Request for Proposal:

Total Cost: \$\_\_\_\_\_ for contract term.

The total cost bid above will be payable for each deliverable according to the following percentages:

<b>Deliverable</b>	<b>Description</b>	<b>Percentage</b>
WICEBT-1	Project Work Plan and Timeline	5%
WICEBT-2	Vendor Impact Analysis and Report	30%
WICEBT-3A	Local Agency Analysis Methodology	5%
WICEBT-3B	Local Agency Impact Report	15%
WICEBT-4	Implementation Plan:	
	Draft Implementation Plan	5%
	Final Implementation Plan	15%
WICEBT-5	Cost Analysis	20%
WICEBT-6	Project Completion (all deliverables finalized)	5%
		100%

**NOTICES TO BIDDERS:**

1. The State will NOT pay "up front" money.
2. The contracting firm is obligated to complete all deliverables of this project even if its actual costs exceed those on this Statement.
3. Only upon written approval of each deliverable by DOH-DON, may the Contractor then submit an invoice to DOH-DON for payment of the deliverable.

Signature of Company Official:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
PLEASE PRINT NAME

**Attachment 16 – Notice of Intent**

**NOTICE OF INTENT TO DEVELOP A PROPOSAL IN RESPONSE TO RFP**

This is to notify the New York State Department of Health of this bidder's intention to develop a proposal in response to the RFP "EBT Analysis Project". It is understood that this Notice of Intent is not binding on either party but simply alerts the Department of Health of the bidder's intentions and assures that the bidder will receive all further correspondence on this RFP.

This Notice should be returned to:

James Featherstone  
Bureau of Supplemental Food Programs  
NYS Department of Health  
150 Broadway, Room 650  
Albany, NY 12204-2719  
FAX Number: (518) 402-7348  
Phone Number: (518) 402-7099

**PROSPECTIVE BIDDER'S INFORMATION**

Organization Name:

\_\_\_\_\_

Organization Address:

Street/PO Box \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_ FAX (\_\_\_\_) \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

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**Attachment 17 – Deliverables Transmittal Form**

**DELIVERABLES TRANSMITTAL FORM**

Date:

<ENTITY NAME>  
<ENTITY CONTACT>  
<ADDRESS>  
<CITY, STATE ZIP CODE>

Dear < ENTITY CONTACT >:

The enclosed completed work product(s) is(are) being delivered to you for <project name>.

<b><u>Work Product Name</u></b>	<b><u>Work Plan Task/Sub-task #</u></b>	<b><u>Other Unique Identifiers (e.g. version #, date, ...)</u></b>
_____	_____	_____

Please review the enclosed deliverable(s) for acceptance or rejection.

Sincerely,

<CONTRACTOR PROJECT LEAD NAME>  
<CONTRACTOR FIRM NAME>

**Attachment 18 – Mandatory Experience Form**

NYSDOH-DON  
WIC EBT Analysis Project RFP

**Mandatory Experience` Form**

(Please use additional sheets or duplicate the form as necessary to provide sufficient detail)

**Bidder:** \_\_\_\_\_

**Project Lead Candidate Name:** \_\_\_\_\_

**THE EXPERIENCE LISTED IN THE TABLE BELOW IS MANDATORY**

Describe the project details that correspond to each mandatory requirement. Information provided through the candidate's resume and reference checks will be used to confirm information provided below.

**NOTE: Bids which do not meet minimum mandatory requirements will be considered non-responsive and will not be further evaluated.**

<b>We reserve the right to clarify any information that is unclear, as described in the Solicitation Document. <u>Mandatory Experience:</u></b>			
	Actual # of Months Experience	Actual Dates of Employment	Client/Project Name
1. A minimum of two (2) years of EBT experience providing system and implementation planning services of a comparable scope within the last six (6) years. Information in your narrative should include, but is not limited to, the following: a description of the project/services provided, project objectives, the extent to which objectives were met, your specific roles and responsibilities regarding planning activities, best practices/lessons learned.			
Provide details here		/ / to / /	/
Provide details here		/ / to / /	/
2. A minimum of four (4) years of Project Management experience with Information Technology projects of a comparable scope within the last ten (10) years. Information in your narrative should include, but is not limited to the following: a description of the project, the intended use of the software application, the project objectives, the extent to which objectives were met, the length of the project (from start date to finish date), and best practices/lessons learned, a description of candidate's role in developing project budgets, scope statements, project schedules, managing resources, preparing status reports, risk management, and ensuring quality standards.			
Provide details here		/ / to / /	/
Provide details here		/ / to / /	/
3. Candidate's ability to clearly and correctly communicate in both written and spoken English.	This will be verified during review of project approach, resume, and reference checks.		
Provide details here		/ / to / /	/
Provide details here		/ / to / /	/

**Attachment 19 – Bidder’s Candidate Certification**

**Bidder's Candidate Certification**

I \_\_\_\_\_ (Contractor Name) certify that all information concerning all candidates experience and background information presented in this proposal submission is accurate and complete. All candidates prior to being submitted have been interviewed and information regarding their experience and previous history has been verified.

I understand that knowingly making a false written statement on this form, or any attachment may result in disqualification. Discovery of false information subsequent to candidate engagement may result in dismissal from this engagement. I agree to accept this condition and hereby certify that all statements made in this proposal are true and complete, to the best of my knowledge.

Date: \_\_\_\_\_ Signature:

\_\_\_\_\_  
Bidder's Authorized Representative

**Attachment 20 – Desirable Experience Form**

NYSDOH-DON  
WIC EBT Analysis Project RFP  
**Desirable Experience Form**

(Please use additional sheets or duplicate the form as necessary to provide sufficient detail)

**Bidder:** \_\_\_\_\_

**Project Lead Candidate:** \_\_\_\_\_

**THE EXPERIENCE LISTED IN THE TABLE BELOW IS DESIRABLE, BUT NOT REQUIRED.**

Please use as much space as needed to describe each area of experience. Respond to each area independently, even if that means repeating information included in the response to a previous area on this form and/or on the Mandatory Experience form. Information provided through the candidate's resume and reference checks will be used to confirm information provided below.

**We reserve the right to clarify any information that is unclear, as described in the Solicitation Document.**

<b>Desirable Experience</b>	<b>Actual # of Months Experience</b>	<b>Actual Dates of Employment</b>	<b>Client/Project Name</b>
1. Project Lead candidate's experience developing EBT requirements and EBT project planning documents for State WIC programs and/or experience with WIC Program operations and/or projects related to WIC Program management information systems used to certify clients and provide benefits. Narrative should include, but is not limited to: description of the project(s), the candidate's roles/responsibilities in the project(s), description of the activities/deliverables he/she completed, description of the types of documents he/she developed and whether or not these documents were reviewed and/or approved by USDA.			
Provide details here		/ / to / /	
Provide details here		/ / to / /	
Provide details here		/ / to / /	
2. Project Lead candidate's experience conducting Feasibility Studies and Cost Benefit Analyses. Narrative should include, but is not limited to: description of project; description of the method used to: gather input from stakeholders, assess quantifiable and non-quantifiable costs & benefits; assess organizational impact, and complete cost analysis.			
Provide details here		/ / to / /	
Provide details here		/ / to / /	
Provide details here		/ / to / /	
3. Project Lead candidate's experience in government, health industry or banking management information system project planning, including the development of project work plans, schedules, and reports. Information to provide includes, but is not limited to the following: Describe the project. What were the complexities of the project? How did the candidate keep the schedule on target in terms of objectives and time frames? Describe any delays that occurred and how they were handled. Describe reporting requirements and the content/type of reports prepared.			
Provide details here		/ / to / /	
Provide details here		/ / to / /	
Provide details here		/ / to / /	