

NEW YORK STATE DEPARTMENT OF HEALTH
OFFICE OF HEALTH INSURANCE PROGRAMS

A Request for Proposal for
Analysis of Proposals for Achieving Universal Health Coverage
in New York

RFP No. 0706041203

Proposal Due Date: September 14, 2007

New York State
Department of Health
Erastus Corning II Tower
The Governor Nelson A. Rockefeller
Empire State Plaza
Albany, NY 12237

Schedule of Key Events

RFP Issued	July 9, 2007
Letter of Interest to Bid Due (optional)	July 30, 2007
Written Questions Due	August 6, 2007
Registration for Bidders Conference Required by	August 6, 2007
Bidders Conference 10:30AM – 1:00PM Concourse Meeting Room #125, Empire State Plaza	August 16, 2007
Follow-up Questions Due	August 22, 2007
Response to Written Questions and Questions Received at Bidders Conference	August 31, 2007
Proposal Due Date	September 14, 2007
Contractor Selection	October 26, 2007
Contract Start Date (Estimated)	December 17, 2007
Department of Health Contact Information Vida Wehren NYS Department of Health Office of Health Insurance Programs GNARESP – Corning Tower, Room 1927 Albany, NY 12237 Phone: (518) 473-0122 FAX: (518) 474-5886	

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:

Kathleen Shure

Vida Wehren

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: July 9, 2007

Submission of written proposals or bids:

Vida Wehren

Submission of Written Questions:

Vida Wehren

Participation in the Pre-Bid Conference:

Maria Amodeo

Debriefings:

Vida Wehren

Negotiation of Contract Terms after Award:

Vida Wehren

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

Table of Contents:

- A. Introduction
 - 1. General Information for Prospective Offerors
- B. Background
 - 1. Overview of Insurance Coverage in New York State
- C. Detailed Specifications
 - 1. Minimum Requirements of Offerors
 - 2. Proposed Tasks
 - a. Task 1: Model Publicly Sponsored Universal Coverage Proposals
 - b. Task 2: Model Private/Public Universal Coverage Proposals
 - 3. Letter of Interest
 - 4. Bidders Conference
 - 5. Questions Concerning the RFP
 - 6. Conflict of Interest
 - 7. Contract Process
 - 8. Requests for Supplemental Information Regarding Proposals
 - 9. Oral Presentations
 - 10. Addendum to RFP
 - 11. Incurred Costs
 - 12. Disclosure of Proposal Contents
 - 13. Documents Available on the DOH and SID Websites
- D. Proposal Requirements
 - 1. Information Required From Offerors
 - a. Format for Required Information
 - b. Technical Proposal
 - 1) Transmittal Letter
 - 2) Required Forms
 - 3) Subcontractors
 - 4) New York State Contract Work
 - 5) Response to Offeror's Questionnaire
 - c. Cost Proposal
 - 1) Cost Transmittal Letter
 - 2) Cost Proposal Form

2. Method of Award
 - a. Vendor Selection
 - 1) Evaluation and Selection Committees
 - 2) Evaluation Criteria
 - a) Minimum Requirements
 - b) Technical Score
 - c) Cost Score
 - d) Total Combined Score
 - e) Selection
 - b. Notification of Award
 - c. Contract Process
 - d. Acceptance of Deliverables and Payments

E. Administrative

1. Issuing Agency
2. Inquiries
3. Submission of Proposals
 - a. Submission Summary
 - b. Requirements for Submission of Proposal
4. Department of Health Rights
5. Payment
6. Term of Contract
7. Debriefing
8. Vendor Responsibility Questionnaire
9. State Consultant Services Reporting
10. Lobbying Statute
11. Accessibility of State Agency Web-based Intranet and Internet Information and Applications
12. Information Security Breach and Notification Act
13. New York State Tax Law Section 5-a

F. Appendices

G. Attachments

Attachment I	Letter of Interest
Attachment II	Offeror's Assurances
Attachment III	Offeror's Questionnaire
Attachment IV	Bid Form
Attachment V	No Bid Form
Attachment VI	Vendor Responsibility Questionnaire
Attachment VII	Cost Proposal Form
Attachment VIII	State Consultant Services Form A
Attachment IX	State Consultant Services Form B
Attachment X	NYS Taxation and Finance Form ST-220-TD
Attachment XI	NYS Taxation and Finance Form ST-220-CA
Attachment XII	Contract Appendices
Appendix A	- Standard Clauses for NYS Contracts
Appendix D	- General Specifications
Appendix H	- Federal Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
Attachment XIII	Offeror's List of Required Items

A. INTRODUCTION

1. General Information for Prospective Offerors

This Request for Proposals (RFP) is issued by the New York State Department of Health (DOH) in consultation with the New York State Insurance Department. The DOH is responsible for the requirements specified herein and for the evaluation of all proposals. This RFP is to secure consultant services to prepare an analysis of alternative proposals for achieving universal health coverage in New York State.

The State of New York has embarked on a major initiative to expand health insurance coverage in the State. Legislation was recently enacted in New York that will expand eligibility under the Child Health Plus program to 400% of the federal poverty level. Additional measures have been enacted to streamline enrollment in all publicly sponsored health insurance programs to help achieve the State's goal of expanding health insurance coverage in the State.

The State is also interested in exploring alternative proposals for proceeding beyond these significant coverage initiatives towards a goal of achieving universal coverage in New York. To do so, the Department of Health is seeking consultant services to develop analyses of alternative proposals in this regard including, but not limited to: (1) proposals for providing or promoting universal health coverage through variations on existing private and public health coverage mechanisms, (2) proposals for providing universal health coverage through publicly-sponsored health coverage, financed entirely or predominantly through broad-based public financing, and (3) combinations of both mechanisms.

The New York State Department of Health is the state agency responsible for administering the State's publicly sponsored health insurance programs. Within DOH, the Office of Health Insurance Programs (OHIP) has responsibility for oversight of Medicaid, Child Health Plus and Family Health Plus programs. The Department of Health also has responsibility for regulatory oversight of the HMO industry in the State. The New York State Insurance Department has responsibility for regulatory oversight of the health insurance industry in the State and also has responsibility for administering the Healthy New York program. SID will assist DOH in the evaluation of proposals submitted in response to the RFP.

Offerors should have the ability to allocate resources as required by the DOH to support the activities described in this RFP and in their bid submissions.

B. BACKGROUND

1. Overview of Insurance Coverage in New York State

- According to data from the 2006 Current Population Survey, 16.5 million New Yorkers have insurance coverage while close to 2.5 million remain uninsured. Of the

16.5 million with insurance, 9.3 million New Yorkers are covered by employer-sponsored insurance. That insurance may be through an insured plan subject to all New York State insurance laws and mandates, a self-insured plan that falls under the federal ERISA statute or through a professional association which offers its member group rates on insurance plans. An additional 400,000 individuals purchase insurance privately.

- Over 7.2 million New Yorkers are covered by government sponsored health insurance. This includes 2.7 million covered by Medicare, 3.6 million covered by Medicaid only, 500,000 covered through Family Health Plus and 400,000 covered through Child Health plus. New York's Medicaid program is one of the most comprehensive programs in the country. Coverage is provided through managed care plans and also on a fee for service basis. Of the 3.6 million Medicaid enrollees, approximately 2 million Medicaid recipients are enrolled in managed care plans. Information about the program can be found at http://health.state.ny.us/health_care/medicaid/index.htm.
- Individuals may qualify to obtain insurance through other NYS public programs other than Medicaid. These include Child Health Plus and Family Health Plus.

Family Health Plus is the State's Medicaid expansion for adults age 19-64 who do not have health insurance on their own or through their employers, but have income or resources too high to qualify for Medicaid. Comprehensive coverage is provided through participating managed care plans. More information about FHPlus can be found at <http://www.health.state.ny.us/nysdoh/fhplus/index.htm>.

Child Health Plus is New York State's health insurance plan for uninsured children under the age of 19. Comprehensive benefits are provided through managed care plans. More information about CHPlus can be found at <http://www.health.state.ny.us/nysdoh/chplus/index.htm>.

- New York also offers partially subsidized coverage through the Healthy NY program administered by the SID. Healthy NY is available to small employers, sole proprietors, and uninsured working individuals. Each group has its own set of eligibility criteria and participation rules. Healthy NY is offered by all HMOs in the state and covers essential inpatient and outpatient services. More information about Healthy NY can be found at <http://www.ins.state.ny.us/website2/hny/english/hny.htm>
- All licensed health maintenance organizations in the state are required to offer standardized HMO and point of service plans to people who buy health insurance on their own. The State Insurance Department specifies the level of benefits that the HMO must provide.

C. DETAILED SPECIFICATIONS

1. Minimum Requirements of Offerors

A qualified Offeror must have experience or demonstrate the capacity to establish a contractual relationship(s) with a subcontractor(s) having experience in analysis of proposals to expand healthcare coverage. Offerors must have the ability to model universal healthcare coverage proposals that reflect predominately publicly sponsored health coverage financed entirely or largely through broad-based public funding, as well as models that reflect a mixture of expanded public health insurance programs, partially subsidized insurance and employer based coverage.

The Offeror should complete the Transmittal Letter described in Section D.

2. Proposed Tasks

This RFP seeks to procure the services of a contractor to conduct analyses of universal healthcare coverage proposals. Modeling of proposals shall reflect agreed upon specifications with respect to models of insurance delivery as well as mechanisms for financing coverage. Those specifications shall include but not be limited to incorporation of individual mandates, employer pay or play strategies and employer assessments. Offerors must submit a proposal to perform all tasks as set forth in the RFP.

a. Task 1: Model Publicly Sponsored Universal Coverage Proposals

The contractor must model proposals for universal health coverage that reflect publicly sponsored coverage that rely on broad based public-financing. Such proposals will include a public payer model of health insurance coverage as well as models which rely on publicly financed coverage delivered through private sector insurers and/or a combination of public payer and private insurers. Analysis of these proposals shall include estimates of:

- Cost of the proposal and how that cost is distributed among government, employers and consumers
- Extent to which the proposal advances the goal of universal coverage and reduces barriers to coverage
- Impact of the proposal on the business community including small business, self employed individuals and sole proprietors. This should include an assessment of the impact of the proposal on employment as well as on collective bargaining agreements.
- Impact of the proposal on the provider community.
- Impact of the proposal on general scope of benefits, quality of care provided and consumer choice of provider.

b. Task 2: Model Private/Public Universal Coverage Proposals

The contractor must model proposals for universal health coverage that reflect a mixture of expanded public health insurance programs, partially subsidized insurance and employer based coverage. Analysis of these proposals shall include estimates of:

- Cost of the proposal and how that cost is distributed among government, employers and consumers.
- Extent to which the proposal advances the goal of universal coverage and reduces barriers to coverage.
- Impact of the proposal on the business community including small business, self employed individuals and sole proprietors. This should include an assessment of the impact of the proposal on employment as well as on collective bargaining agreements.
- Impact of the proposal on the provider community.
- Impact of the proposal on general scope of benefits, quality of care provided and consumer choice of provider.

3. Letter of Interest

Offerors interested in responding to this RFP may submit the non-binding Letter of Interest, Attachment I, by the date set forth in the Schedule of Key Events, page ii of this RFP, indicating whether or not they intend to bid. The letter should specify a contact person and provide his or her mailing address, e-mail address, telephone and FAX numbers.

Submission of the Letter of Interest is NOT mandatory, but it will ensure automatic receipt of any subsequent communications/addenda to the RFP.

Letters of Interest may be mailed, faxed or hand delivered to the attention of Vida Wehren at the address indicated on the Schedule of Key Events, page ii of this RFP.

4. Bidders Conference

A Bidders Conference will be held on the date and at the location specified in the Schedule of Key Events, page ii. At the conference, the Department will answer Offerors' questions regarding the RFP. Questions may either be submitted in advance, as explained below, or be raised during the Bidders Conference.

Information given in oral response to Bidders Conference questions will be for general information only. Official binding responses will be provided by DOH in writing after the Bidders Conference. A written summary of information presented at the Bidders Conference will be provided to all attendees and to those Offerors who submitted a Letter of Interest and will also be posted on the DOH web site at <http://www.nyhealth.gov/funding/>.

To register for the Bidders Conference, please contact:

Maria Amodeo
(518) 473-0122

5. Questions Concerning the RFP

The DOH encourages prospective Offerors to submit questions relating to the RFP in writing prior to the Bidders Conference. Each question must cite the particular Task (as

described in item 2 above) and/or RFP section to which it refers. Questions must be received by the Department on or before 5:00 pm, Albany, New York time, at the mailing address and on the date specified as the Deadline to Submit Written Questions for Bidders Conference in the Schedule of Key Events, page ii.

From the date of issue of this RFP until the selection of a contractor, all contacts concerning the contents of this RFP must be made through Vida Wehren at (518) 473-0122 or FAXED to (518) 474-5886.

Offerors shall NOT communicate with any State, County or New York City representatives regarding this RFP or the RFP process during the period from release of the RFP until approval of an executed contract, with the exception of:

- Communication with designated State staff listed above;
- Communication with State staff at the Bidders Conference.

For violation of this provision, the State reserves the right to disqualify an Offeror's proposal from consideration relating to this procurement process.

Offerors must provide written affirmation that they understand and agree to comply with the procedures of the Department relative to permissible contacts, as required by §§ 139-j(3) and 139-j(6)(b) of the State Finance Law, by completing the Bid Form (see Section D.1.b.1), Attachment IV.

6. Conflict of Interest

Offerors (or any subcontractor) must disclose all business relationships with or ownership interest in entities including, but not limited to insurers, New York employers, providers of medical services, and the collective bargaining units, organizations or trade associations representing New York State insurers and employers. In cases where such relationship(s) exist, Offerors must describe how the potential conflict of interest and/or disclosure of confidential information relating to this contract will be avoided.

The Department reserves the right to reject bids, at its sole discretion, based on any perceived Conflict of Interest.

7. Contract Process

Upon selection, the successful Offeror will be invited to enter into an agreement with the Department. The appendices contained in Attachment XII (including the Standard Clauses for NYS Contracts, Appendix A) will form the basis of the agreement. Additionally, the contents of the selected Offeror's proposal, together with the RFP (and all appendices) and as amended or clarified by questions and answers, will be made part of the final agreement. The provisions of Attachment XII, particularly Appendix A (Standard Clauses for NYS Contracts) will control.

8. Requests for Supplemental Information Regarding Proposals

During the evaluation period, Offerors may be requested to present supplemental information clarifying their proposal(s). This information must be in writing and will be included as a formal part of the Offeror's proposal(s).

9. Oral Presentations

The Department, at its own discretion, may elect to have some or all Offerors provide oral presentation of their proposal. Such presentations will be in the Albany area. The Offerors will be responsible for all costs associated with such presentations, including travel. In such a case, the purpose of the oral presentation will be to clarify the Offeror's proposal. The oral presentation will not be permitted as a means to change the content of an Offeror's proposal. The Key Staff assigned to this project must be present at the oral presentation.

10. Addendum to RFP

The Department reserves the right to amend the RFP. If it becomes necessary to revise any part of the RFP, addenda will automatically be provided to all prospective Offerors who submitted a Letter of Interest. Addenda will also be posted on the Department website at: <http://www.nyhealth.gov/funding/>.

11. Incurred Costs

The State of New York is not liable for any cost incurred by prospective Offerors prior to the approval of an executed contract by the Comptroller of the State of New York. Additionally, no cost will be incurred by the State for any activity by the selected Contractor prior to the contract award.

12. Disclosure of Proposal Contents

To the extent permitted by law, an Offeror's proposal(s) will not be disclosed, except for purposes of evaluation, prior to approval by the Comptroller of the resulting contract. All material submitted becomes the property of the Department and may be returned at the Department's discretion. Submitted proposals may be reviewed and evaluated by any person, other than one associated with a competing Offeror, designated by the Department. If an Offeror believes that any information in its proposal(s) constitutes a trade secret and wishes such information not to be disclosed if requested by a member of the public pursuant to the State Freedom Of Information Law, Article 6, of the Public Officers Law, the Offeror shall submit with its proposal(s) a letter specifically identifying by page number, line or other appropriate designation, that information which is a trade secret and explaining in detail why such information is a trade secret. Failure by an Offeror to submit such a letter with its offer identifying trade secrets shall constitute a waiver by the Offeror of any rights it may have under Section 89, Subdivision 5, of the Public Officers Law relating to protection of trade secrets.

13. Documents Available on the DOH and SID Websites

The NYS DOH website (www.nyhealth.gov/funding/) and the State Insurance Department website (www.ins.state.ny.us) offer a number of documents that may be of interest to potential Offerors. These documents include information on insurers and health plans as well as program information relating to Healthy New York, Medicaid, Family Health Plus and Child Health Plus.

D. PROPOSAL REQUIREMENTS

1. Information Required From Offerors

a. Format for Required Information

Proposals shall be prepared in the format described in Sections b. Technical Proposal and c. Cost Proposal, below. The format of the proposals must follow, in sequence, each of the sections outlined below. Appendices should be similarly sequential. Proposals must be signed by an official authorized to bind the Offeror to its provisions. Proposals which do not address all requirements of this RFP may be considered non-responsive, resulting in rejection of the proposal.

b. Technical Proposal

The Technical Proposal will contribute 70% toward the Offeror's overall score for each Proposal submitted. No financial information is to be included in the Technical Proposal.

The Technical Proposal must be submitted separately from the Cost Proposal (see Section E.3.) and consist of the following:

1) Transmittal Letter

The Transmittal Letter must be signed in ink by an official authorized to bind the organization to the provisions of the RFP and Proposal. Proposals which do not include all the requirements listed below will be considered non-responsive, resulting in rejection of the Proposal.

The Transmittal Letter must include:

- a) Identification of the person who will serve as primary contact for the State's Issuing Officer and that person's mailing address, e-mail address, telephone and fax numbers.
- b) Disclosure of any relationships and/or ownership interest that may represent a conflict of interest for the Offeror and/or any subcontractor OR a statement that no such relationship exists. In cases where such a

relationship does exist, describe how the potential conflict of interest and/or disclosure of confidential information relating to this contract will be avoided.

- c) The name, title and responsibilities of all officers, identifying those who are authorized to negotiate a contract with the Department and who will have ultimate responsibility and accountability for this contract.
- d) A description of any relevant litigation, charges, convictions, or disciplinary actions in which the Offeror is presently involved that may affect the Offeror's ability to perform with regard to this project OR a statement that no such actions exist.

2) **Required Forms**

In addition to the Transmittal Letter, the Offeror must complete the following Required Forms, which can be found in the Attachments referenced below:

- Attachment II – Offeror's Assurances
- Attachment III – Offeror's Questionnaire
- Attachment IV– Bid Form
- Attachment VI – Vendor Responsibility Questionnaire
- Attachment VIII – State Consultant Services Form A, Contractor's Planned Employment from Contract Start Date through End of Contract Term
- Attachment XI – NYS Taxation and Finance Form ST-220-CA

Proposals which do not include these completed forms may be determined non-responsive, resulting in rejection of the Proposal.

3) **Subcontractors**

For each proposed subcontractor:

- a) Provide the full name and address of any organization with which the Offeror will subcontract for any services under the project. Describe the services the subcontractor will provide and how such services will be coordinated and managed by the Offeror. Describe the existing business relationship between the Offeror and the proposed subcontractor(s), including a brief description of the projects on which the Offeror and subcontractor are currently working.
- b) List responsible officers of each subcontractor, including those individuals authorized to negotiate for subcontractors.
- c) List any financial interest the Offeror has in proposed subcontractors, or provide a statement that no such interest exists.

- d) Provide evidence of all potential subcontractors' willingness to participate or enter into sub-contractual arrangements.
- e) Provide a description of any relevant litigation (pending or final), judgments, convictions and pending or final disciplinary actions for the subcontractor that may affect the ability to perform with regard to this project, or provide a statement that no such actions exist.
- f) Provide a Vendor Responsibility Questionnaire for any subcontractor that is known at the time of proposal submission and whose subcontract will equal or exceed \$100,000 in any year during the contract period (see Attachment VI).

Proposals which do not include all of the above information may be determined non-responsive, resulting in rejection of the Proposal.

4) New York State Contract Work

List any New York State contract work within the previous five years for the Offeror and any of its proposed subcontractors. Include the following:

- a) State contracting agency
- b) Contact person
- c) Telephone number of contact person
- d) Project dollar amount
- e) Time frame
- f) Brief statement of the work performed.

5) Response to Offeror's Questionnaire

Provide a response to all sections of the Offeror's Questionnaire included in Attachment III to this RFP.

c. Cost Proposal

This is a competitive procurement, which will result in a fixed price contract.

In addition to the Technical Proposal, Offerors must submit a separate Cost Proposal. The Cost Proposal will contribute 30% toward the Offeror's overall score. The Cost Proposal must consist of the following:

1) Cost Transmittal Letter

The Cost Transmittal Letter must be signed in ink by an individual authorized to bind the Offeror to its provisions. It must include a statement of assurance that the offer will remain valid and not subject to change for a minimum of 270 days from the Proposal Due Date shown in the Schedule of Key Events on page ii of this RFP.

2) Cost Proposal Form

This RFP will result in a fixed price contract. Offerors must complete the Cost Proposal Form, Attachment VII, based on the following:

- a) The hourly rates must be inclusive of all costs including salaries, fringe benefits, administrative costs, overhead, travel, presentation costs and profit.
- b) Include the title and composite hourly rate for each staff person that will work on the project.
- c) The total bid price must reflect all costs for the full term of the contract.

2. Method of Award

a. Vendor Selection

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

1) Evaluation and Selection Committees

The Technical and Cost Proposals will be evaluated separately by a Technical Evaluation Committee and a Financial Evaluation Committee, respectively. These committees will report to a Selection Committee who will select the proposal which best meets the requirements of the Department.

2) Evaluation Criteria

All proposals received shall be subject to an evaluation, for the purposes of selecting the Offeror with whom a contract will be signed. The review will include, but not be limited to, the proposal's compliance with the terms, conditions, and other provisions contained in this RFP; the responsiveness of the Offeror's Technical Proposal to the requirements of the Department as specified in the RFP; qualifications and experience of the Offeror's assigned personnel and prior experience of the Offeror; and total cost of the proposal.

The scoring will be performed as follows:

a) Minimum Requirements

Initially, all proposals will be screened to determine adherence to RFP requirements. Proposals found to be non-responsive may be eliminated from further consideration.

Proposals will be evaluated for technical content.

b) Technical Score

Proposals will be evaluated and scored by the Technical Evaluation Committee using a weighted point system. The evaluation of the Offeror’s Technical Proposal will be based on the written Proposal; information obtained through reference checks; the Department’s experience with the Offeror and/or its proposed subcontractors; and as deemed necessary, site visits or an oral presentation conducted to clarify the Offeror’s proposed technical approach.

The raw technical scores will be converted to a scale where the highest scoring proposal receives 100 points and the remaining proposals receive proportional scores based on their relationship to the top score.

c) Cost Score

The Department will compute the Cost Score for each Offeror based on information included in Attachment VII, again using a weighted point system.

d) Total Combined Score

The Technical Score and the Cost Score will be combined into a Total Combined Score, using the following formula:

$$\begin{array}{r}
 \text{Technical Score times} \quad (70\%) \\
 + \text{Cost Score times} \quad (30\%) \\
 \hline
 \text{Total Combined Score}
 \end{array}$$

e) Selection

The Department will select the highest ranking proposal submitted by an Offeror that is determined responsible.

b. Notification of Award

After evaluation and selection of the proposal, all Offerors will be notified in writing of the acceptance or rejection of their proposals. The name of the successful Offeror may be disclosed. Press releases pertaining to this project shall not be made without prior written approval by the Department and then only in conjunction with the Issuing Agency identified in this RFP.

c. Contract Process

Upon selection, the successful Offeror will be invited to enter into an agreement with the Department. The appendices contained in Attachment XII (including the Standard Clauses for NYS Contracts, Appendix A), will form the basis of the agreement. Additionally, the contents of the selected Offeror’s proposal, together

with the RFP (including all Appendices), and any questions and answers passed during the procurement process, will be made part of the final agreement. The provisions of Attachment XII, particularly Appendix A (Standard Clauses for NYS Contracts) will control.

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 New York State 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.

d. Acceptance of Deliverables and Payments

Payments will be made for satisfactory performance of the services described, based on the contractual fixed price, as agreed upon by the Contractor and the Department, up to the maximum amount payable under the contract.

All claims for payment will be submitted on a New York State Standard Voucher with backup information in a form satisfactory to the Department and the Comptroller of the State of New York.

E. ADMINISTRATIVE

1. Issuing Agency

This 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. The New York State Insurance Department will participate in the evaluation of all proposals.

2. Inquiries

Any questions concerning this solicitation should be directed to:

Vida Wehren
NYS Department of Health
Office of Health Insurance Programs
Empire State Plaza
Corning Tower Building, Room 1927
Albany, NY 12237

Questions and answers, as well as any RFP updates and/or modifications, will be posted on the Department of Health's website at <http://www.nyhealth.gov/funding/> by August 31, 2007. Bidders that submit a Letter of Interest will automatically receive these documents via mail.

See Section C.4 for details on the Bidders Conference.

3. Submission of Proposals

a. Submission Summary

Interested Offerors should submit an original and five signed copies plus one unbound copy of their Bid Proposal not later than 5:00 P.M., Albany, New York time on the Proposal Due date listed on the Schedule of Key Events on page ii of this RFP. For further details regarding the submission, see Section E.3.b., Requirements for Submission of Proposal, below.

Responses to this RFP should be clearly marked as described in Section E.3.b., Requirements for Submission of Proposal, below and directed to:

New York State Department of Health
Office of Health Insurance Programs
GNARESP, Room 1927
Albany, NY 12237
Attention: Vida Wehren

It is the Offerors' responsibility to see that bids are delivered to GNARESP, Room 1927 prior to the date and time of the bid due date. Late bids due to delay by the carrier or not received in the Department's mail room in time for transmission to Room 1927 will not be considered.

- The Bid Form must be filled out in its entirety.
- The responsible corporate officer for contract negotiation must be listed and 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.

b. Requirements for Submission of Proposal

The following are general requirements to which an Offeror must adhere in submitting a proposal in response to this RFP:

- 1) The Offeror must submit its proposal in two parts: Technical and Cost. Information required from Offerors and a detailed explanation of the required format for the Technical and Cost proposals are contained in Section D, Proposal Requirements;
- 2) To facilitate the evaluation process, the Offeror is required to submit one original, 5 bound copies, and one unbound copy of both the Cost and Technical Proposal (7 complete signed sets in all);

- 3) The Technical and Cost portions of the proposal must be separately bound and placed in separately sealed envelopes labeled as either Cost or Technical. No cost information should be contained in the Technical Proposal. Both parts, however, should be submitted in the same package. The package(s) must indicate the following on the outside:
 - ✓ Offeror's Name and Address
 - ✓ NYS DOH Response to Analysis of Proposals for Achieving Universal Health Coverage in New York RFP
 - ✓ Proposal Due Date
- 4) All copies of the proposal must be properly identified and mailed or hand delivered to the person and address listed in Section E.3.a., above.
- 5) Proposals must be received by the Department on or before 5:00 P.M., Albany, New York time on the Proposal Due Date and mailing address set forth in the Schedule of Key Events on page ii of the RFP. Any Offeror's proposal made in response to this RFP not received by 5:00 P.M. on the closing date for receipt of proposals will not be accepted.
- 6) The Offeror must allow sufficient time for mail delivery to ensure receipt of its proposal by the specified time and should utilize certified or registered mail with return receipt requested. **NO FAX COPIES WILL BE ACCEPTED.**

4. Department of Health Rights

The Department of Health reserves the right to:

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

5. Payment

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

New York State Department of Health
Office of Health Insurance Programs
GNARESP, Corning Tower, Room 1927
Albany, New York 12237

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

- a. In consideration of the Contractor's satisfactory performance of the services described in the Agreement, the Department agrees to pay the Contractor the contracted fixed price.
- b. The State will issue payments to the Contractor at the percentages shown in the following schedules, provided that the Contractor has provided the corresponding deliverables to the State's satisfaction.

Deliverable	Percentage Payment	Description of Deliverable
DOH Acceptance of Contractor Workplan	25%	Contractor submits draft workplan to the DOH and incorporates DOH comments into final workplan in a manner acceptable to the DOH
Submission of Draft Report to DOH	50%	Contractor submits draft report of analysis and finding results to DOH
DOH Acceptance of Final Consultant Report	25%	Contractor submits final report of analysis and findings to the DOH incorporating DOH comments in a manner acceptable to DOH
Consultation after Submission of Final Report	0%	Contractor will continue to be available to the DOH until the contract end date to respond to any questions or concerns that arise after submission of the Final Report and to assist in presenting results.

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

6. Term of Contract

The agreement will be for a two-year period.

This Agreement shall be effective upon approval of the NYS Office of the State Comptroller. The beginning date of the contract period will be the date the contract is signed by the Office of the State Comptroller. The anticipated contract period is December 17, 2007 – December 16, 2009.

This Agreement may be cancelled 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 cancelled.

7. Debriefing

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

8. Vendor Responsibility Questionnaire

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

Attachment VI contains the "Vendor Responsibility Questionnaire" that all bidders must complete and submit with their proposal.

In addition to the questionnaire, bidders are required to provide the following with their proposal:

- Proof of financial stability in the form of audited financial statements, Dunn & Bradstreet Reports, etc.
- Department of State Registration.
- Certificate of Incorporation, together with any and all amendments thereto; Partnership Agreement; or other relevant business organizational documents, as applicable.
- N.Y.S. Dept of Taxation and Finance's Contractor Certification Form ST-220-CA.

9. 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.

10. 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 Temporary State Commission on Lobbying 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 offerors 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 Temporary State Commission on lobbying;
- 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 Temporary State Commission on Lobbying (Lobbying Commission) regarding procurement lobbying, the Lobbying 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 Lobbying Commission.

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

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

12. 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/>

13. 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 offeror 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 offeror non-responsive and non-responsible. Offerors shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

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**:
 - **WC/DB-100**, 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
 - **WC/DB-101**, Affidavit That An OUT-OF-STATE Or FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage; OR
 - **C-105.2** – Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
 - **SI-12** – Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** – Certificate of Participation in Workers' Compensation Group Self-Insurance.
 - Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:
 - **WC/DB-100**, 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
 - **WC/DB-101**, Affidavit That An OUT-OF-STATE Or FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits

Insurance Coverage; OR

- **DB-120.1** – Certificate of Disability Benefits Insurance OR the **DB-820/829** Certificate/Cancellation of Insurance; OR
- **DB-155** – Certificate of Disability Benefits Self-Insurance
- Appendix H - Health Insurance Portability and Accountability Act (HIPAA) (if applicable)

G. ATTACHMENTS

Attachment I	Letter of Interest
Attachment II	Offeror's Assurances
Attachment III	Offeror's Questionnaire
Attachment IV	Bid Form
Attachment V	No Bid Form
Attachment VI	Vendor Responsibility Questionnaire
Attachment VII	Cost Proposal Form
Attachment VIII	State Consultant Services Form A
Attachment IX	State Consultant Services Form B
Attachment X	NYS Taxation and Finance Form ST-220-TD
Attachment XI	NYS Taxation and Finance Form ST-220-CA
Attachment XII	Contract Appendices
Appendix A	- Standard Clauses for NYS Contracts
Appendix D	- General Specifications
Appendix H	- Federal Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
Attachment XIII	Offeror's List of Required Items

ATTACHMENT I

**New York State Department of Health
Office of Health Insurance Programs**

**Letter Of Interest
for
Analysis of Proposals for Achieving Universal Health Coverage in New York**

To: Vida Wehren
New York State Department of Health
Office of Health Insurance Programs
GNARESP - Corning Tower, Room 1927
Albany, NY 12237

I recognize that I have the opportunity to compete in a bid process to contract with New York State to perform analysis of proposals for achieving universal health coverage in New York. I further understand that the successful Offeror will engage in a contract for a two (2) year period.

It is understood that this Letter of Interest is not binding on either party but simply alerts the Department of Health of the Offeror's intentions and assures the Offeror will receive all further correspondence on this RFP, if submitted with 'Yes' checked.

____ Yes I am interested in competing in a bid process for Analysis of Proposals for Achieving Universal Health Coverage in New York for the Office of Health Insurance Programs. I understand that this letter of interest is non-binding.

Contact Person: _____
Organization: _____
Address: _____

E-mail Address: _____
Phone: _____
FAX Number: _____

____ No I am not interested in competing in a bid process for Analysis of Proposals for Achieving Universal Health Coverage in New York for the Office of Health Insurance Programs for the following reasons:

Signed: _____ Date: _____
(Person having authority to enter into a contractual agreement.)

ATTACHMENT II

Offeror's Assurances

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

- a) The Offeror is willing and ready to provide the services defined in the RFP in a timely manner.
- b) The Offeror is financially able to perform the tasks related to this project.
- c) The Offeror agrees to the proposed contract language, as defined in the RFP and all appendices.
- d) The Offeror assures that the proposal will remain valid and not subject to change for a minimum period of 270 days from the proposal due date.
- e) The Offeror assures that no funds were paid or will be paid, by or on behalf of the Offeror, to any person for the purpose of influencing or attempting to influence any officer or employee of the federal or State government with regard to obtaining a contract.
- f) The Offeror assures its ability to perform all services required under the contract, or, if the Offeror intends to subcontract, the Offeror assures that it will perform the majority of services under the contract and will retain all management and oversight responsibilities.
- g) The Offeror agrees to meet the criteria for the Federal Health Insurance Portability and Accountability Act (HIPAA) as found in the Business Associate Agreement found in Appendix H of Attachment XII.
- h) The Offeror agrees to comply with the requirements of the Procurement Lobbying Statute. The Offeror has also completed, and returned with the proposal, the "Bid Form" included in Attachment IV of this RFP.
- i) The Offeror agrees to disclose information as required by the Consultant Disclosure Legislation. The Offeror has also completed, and returned with the proposal, "State Consultant Services Form A, Contractor's Planned Employment from Contract Start Date through End of Contract Term", included in this RFP as Attachment VIII.
- j) The Offeror assures that it conforms to vendor responsibility requirements of State Finance Law. The Offeror has also completed, and returned with the proposal, the

“Vendor Responsibility Questionnaire” (Attachment VI) and all other related documentation listed in Section E.8. of this RFP.

Signature of Authorized Official

Date

ATTACHMENT III

Offeror's Questionnaire

1. Describe your company's experience, and the experience of any proposed subcontractors, in analyzing proposals for expanding healthcare coverage that
 - model universal healthcare coverage proposals that reflect predominately publicly sponsored health coverage financed entirely or largely through broad-based public funding and
 - model universal healthcare coverage proposals that reflect a mixture of expanded public health insurance programs, partially subsidized insurance and employer-based coverage.

2. Identify Key Staff that will be assigned to the work performed under this RFP. Include the following:
 - Organizational chart showing the reporting relationships of the staff that you propose to assign to the contract, including subcontractors, if applicable;
 - Resume for each of the Key Staff identified.
 - The specific experience of each staff in performing tasks similar to those required by this RFP.

3. Provide the information shown below for three (3) current and/or former clients (other than NYS clients), for whom you provided services during the past five years, that can provide references for similar activities. This should include references for work performed by a subcontractor for this task if applicable.
 - Name and telephone number of contact
 - Organization name and address
 - Description of services performed
 - Dates when services were performed
 - Staff assigned to this proposal who worked on the referenced project and a description of their role on the referenced project.

4. Describe your proposed overall approach to conducting analyses of universal healthcare coverage proposals based on the Specifications in Section C (2) of this RFP. Include a workplan describing each major step in the analysis along with persons responsible, due dates and a description of the data that would be used in the analysis. The workplan should reflect concentrated modeling activity during the first quarter of 2008.

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

No

Yes

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

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility:

(Add additional pages as necessary)

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

No

Yes

2b. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding:

(Add additional pages as necessary)

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

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

With Bid

Upon Award

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

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

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

(Officer Signature)

(Date)

(Officer Title)

(Telephone)

(e-mail Address)

ATTACHMENT V
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 VI

STATE OF NEW YORK OFFICE OF THE STATE COMPTROLLER – BUREAU OF CONTRACTS VENDOR RESPONSIBILITY QUESTIONNAIRE

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1. VENDOR IS: <input type="checkbox"/> PRIME CONTRACTOR <input type="checkbox"/> SUB-CONTRACTOR		
2. VENDOR'S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #
4. D/B/A - Doing Business As (if applicable) & COUNTY FILED:		5. WEBSITE ADDRESS (if applicable)
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER
		8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE, if different from above		10. TELEPHONE NUMBER
		11. FAX NUMBER
12. PRIMARY PLACE OF BUSINESS IN NEW YORK STATE IS: <input type="checkbox"/> Owned <input type="checkbox"/> Rented If rented, please provide landlord's name, address, and telephone number below:		13. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail
14. VENDOR'S BUSINESS ENTITY IS (please check appropriate box and provide additional information):		
a) <input type="checkbox"/> Business Corporation	Date of Incorporation	State of Incorporation*
b) <input type="checkbox"/> Sole Proprietor	Date Established	
c) <input type="checkbox"/> General Partnership	Date Established	
d) <input type="checkbox"/> Not-for-Profit Corporation	Date of Incorporation	State of Incorporation* Charities Registration Number
e) <input type="checkbox"/> Limited Liability Company (LLC)	Date Established	
f) <input type="checkbox"/> Limited Liability Partnership	Date Established	
g) <input type="checkbox"/> Other - Specify:	Date Established	Jurisdiction Filed (if applicable)
* If not incorporated in New York State, please provide a copy of authorization to do business in New York.		

15. PRIMARY BUSINESS ACTIVITY - (Please identify the primary business categories, products or services provided by your business)			
16. NAME OF WORKERS' COMPENSATION INSURANCE CARRIER:			
17. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS AND THE THREE OFFICERS WHO DIRECT THE DAILY OPERATIONS OF THE VENDOR (Attach additional pages if necessary):			
a) NAME (print)	TITLE	b) NAME (print)	TITLE
c) NAME (print)	TITLE	d) NAME (print)	TITLE

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A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE CONTRACTING AGENCY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.

<p>18. Is the vendor certified in New York State as a (check please):</p> <p><input type="checkbox"/> Minority Business Enterprise (MBE)</p> <p><input type="checkbox"/> Women's Business Enterprise (WBE)</p> <p><input type="checkbox"/> Disadvantaged Business Enterprise (DBE)?</p> <p>Please provide a copy of any of the above certifications that apply.</p>	<p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes</p>
<p>19. Does the vendor use, or has it used in the past ten (10) years, any other Business Name, FEIN, or D/B/A other than those listed in items 2-4 above?</p> <p>List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.</p>	<p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes</p>
<p>20. Are there any individuals now serving in a managerial or consulting capacity to the vendor, including principal owners and officers, who now serve or in the past three (3) years have served as:</p> <p>a) An elected or appointed public official or officer?</p> <p>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service.</p> <p>b) A full or part-time employee in a New York State agency or as a consultant, in their individual capacity, to any New York State agency?</p> <p>List each individual's name, business title or consulting capacity and the New York State agency name, and employment position with applicable service dates.</p> <p>c) If yes to item #20b, did this individual perform services related to the solicitation, negotiation, operation and/or administration of public contracts for the contracting agency?</p> <p>List each individual's name, business title or consulting capacity and the New York State agency name, and consulting/advisory position with applicable service dates. List each contract name and assigned NYS number.</p> <p>d) An officer of any political party organization in New York State, whether paid or unpaid?</p> <p>List each individual's name, business title or consulting capacity and the official political party</p>	<p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>

position held with applicable service dates.

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- 21.** Within the past five (5) years, has the vendor, any individuals serving in managerial or consulting capacity, principal owners, officers, major stockholder(s) (10% or more of the voting shares for publicly traded companies, 25% or more of the shares for all other companies), affiliate¹ or any person involved in the bidding or contracting process:
- a)**
1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; Yes
 No
 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;
 3. entered into an agreement to a voluntary exclusion from bidding/contracting;
 4. had a bid rejected on a New York State contract for failure to comply with the MacBride Fair Employment Principles;
 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;
 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise denied, de-certified, revoked or forfeited;
 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;
 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or
 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract?
- b)** been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? Yes
 No

<p>c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination for violations of:</p> <ol style="list-style-type: none"> 1. federal, state or local health laws, rules or regulations, including but not limited to Occupational Safety & Health Administration (OSHA) or New York State labor law; 2. state or federal environmental laws; 3. unemployment insurance or workers' compensation coverage or claim requirements; 4. Employee Retirement Income Security Act (ERISA); 5. federal, state or local human rights laws; 6. civil rights laws; 7. federal or state security laws; 	<input type="checkbox"/> Yes <input type="checkbox"/> No
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<ol style="list-style-type: none"> 8. federal Immigration and Naturalization Services (INS) and Alienage laws; 9. state or federal anti-trust laws; or 10. charity or consumer laws? <p>For any of the above, detail the situation(s), the date(s), the name(s), title(s), address(es) of any individuals involved and, if applicable, any contracting agency, specific details related to the situation(s) and any corrective action(s) taken by the vendor.</p>	
<p>22. In the past three (3) years, has the vendor or its affiliates¹ had any claims, judgments, injunctions, liens, fines or penalties secured by any governmental agency? <i>Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>23. Has the vendor (for profit and not-for profit corporations) or its affiliates¹, in the past three (3) years, had any governmental audits that revealed material weaknesses in its system of internal controls, compliance with contractual agreements and/or laws and regulations or any material disallowances? <i>Indicate if this is applicable to the submitting vendor or affiliate. Detail the type of material weakness found or the situation(s) that gave rise to the disallowance, any corrective action taken by the vendor and the name of the auditing agency.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>24. Is the vendor exempt from income taxes under the Internal Revenue Code?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Indicate the reason for the exemption and provide a copy of any supporting information.	
<p>25. During the past three (3) years, has the vendor failed to:</p> <p>a) file returns or pay any applicable federal, state or city taxes? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</p> <p>b) file returns or pay New York State unemployment insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</p>	
<p>26. Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates¹ within the past seven (7) years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates regardless of the date of filing?</p> <p>Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

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<p>27. Is the vendor currently insolvent, or does vendor currently have reason to believe that an involuntary bankruptcy proceeding may be brought against it? Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>28. Has the vendor been a contractor or subcontractor on any contract with any New York State agency in the past five (5) years? List the agency name, address, and contract effective dates. Also provide state contract identification number, if known.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>29. In the past five (5) years, has the vendor or any affiliates¹: a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded; b) received an overall unsatisfactory performance assessment from any government agency on any contract; or c) had any liens or claims over \$25,000 filed against the firm which remain undischarged or were unsatisfied for more than 90 days ? Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

Date

**ATTACHMENT VII
Cost Proposal**

NOTE: This RFP will result in a fixed price contract based on the successful Offeror's Total Bid amount. Payments to the contractor will be based on satisfactory completion of deliverables, as described in Section E.5. of this RFP. Information requested below concerning hourly rates and number of hours are for informational purposes only.

The hourly rates must be inclusive of all costs including salaries, fringe benefits, administrative costs, overhead, travel, presentation costs and profit.

Include the title and composite hourly rate for each staff person that will work on the project.

The total bid price must reflect all costs for the full term of the contract.

<u>Staff Listing</u> <u>(list separately by title)</u>	<u>Hourly</u> <u>Rate</u>	X	<u>No. Hours</u> <u>on Project</u>	=	<u>Total Cost</u> <u>per Staff</u>
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Total Bid _____

Signature of Authorized Official

Date

ATTACHMENT VIII

State Consultant Services FORM A
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OSC Use Only Reporting Code: Category Code: Date Contract Approved:
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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 15th of each year to the following three addresses:

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

Completing the Reports:

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

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

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

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

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

ATTACHMENT IX

State Consultant Services FORM B
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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 Contract Number: Contract Start Date: / / / Contractor Name: Contractor Address:	Agency Code 12000 Contract End Date: / / Description of Services Being Provided:
---	--

Scope of Contract (Chose one that best fits):

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

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

Name of person who prepared this report:
 Title:

Phone #:

Preparer's signature:
 Date Prepared: / /

Page of
 (use additional pages if necessary)

Instructions

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

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

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

4. the designated payment office (DPO) outlined in the consulting contract.
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Bureau of Contracts
110 State Street, 11th Floor
Albany, NY 12236
Attn: Consultant Reporting
or via fax to -
(518) 474-8030 or (518) 473-8808
6. NYS Department of Civil Service
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Completing the Reports:

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

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

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

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

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

ATTACHMENT X

NYS Taxation and Finance Form ST-220-TD

This form may be accessed electronically at:

http://www.tax.state.ny.us/pdf/2006/fillin/st/st220td_606_fill_in.pdf

ATTACHMENT XI

NYS Taxation and Finance Form ST-220-CA

This form may be accessed electronically at:

http://www.tax.state.ny.us/pdf/2006/fillin/st/st220ca_606_fill_in.pdf

ATTACHMENT XII

CONTRACT APPENDICES

Appendix A: Standard Clauses for NYS Contracts

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the

contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX D
GENERAL SPECIFICATIONS

- A. By signing the "Bid Form" each bidder attests to its express authority to sign on behalf of this company or other entity and acknowledges and accepts that:

All specifications, general and specific appendices, including Appendix-A, the Standard Clauses for all New York State contracts, and all schedules and forms contained herein will become part of any contract entered, resulting from the Request for Proposal. Anything which is not expressly set forth in the specification, appendices and forms and resultant contract, but which is reasonable to be implied, shall be furnished and provided in the same manner as if specifically expressed.

- B. The work shall be commenced and shall be actually undertaken within such time as the Department of Health may direct by notice, whether by mail, telegram, or other writing, whereupon the undersigned will give continuous attention to the work as directed, to the end and with the intent that the work shall be completed within such reasonable time or times, as the case may be, as the Department may prescribe.
- C. The Department reserves the right to stop the work covered by this proposal and the contract at any time that the Department deems the successful bidder to be unable or incapable of performing the work to the satisfaction of the Department and in the event of such cessation of work, the Department shall have the right to arrange for the completion of the work in such manner as the Department may deem advisable and if the cost thereof exceeds the amount of the bid, the successful bidder and its surety be liable to the State of New York for any excess cost on account thereof.
- D. Each bidder is under an affirmative duty to be informed by personal examination of the specifications and location of the proposed work and by such other means as it may select, of character, quality, and extent of work to be performed and the conditions under which the contract is to be executed.
- E. The Department of Health will make no allowances or concession to a bidder for any alleged misunderstanding or deception because of quantity, quality, character, location or other conditions.
- F. The bid price is to cover the cost of furnishing all of the said services, materials, equipment, and labor to the satisfaction of the Department of Health and the performance of all work set forth in said specifications.
- G. The successful bidder will be required to complete the entire work, or any part thereof as the case may be, to the satisfaction of the Department of

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

H. Contractor will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.

I. Non-Collusive Bidding

By submission of this proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

- a. The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
- c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

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

- J. A bidder may be disqualified from receiving awards if such bidder or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its or its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- K. The Department reserves the right to make awards within ninety (90) days after the date of the bid opening, during which period bids shall not be withdrawn unless the bidder distinctly states in the bid that acceptance thereof must be made within a shorter specified time.
- L. **Work for Hire Contract**
Any contract entered into resultant from this request for proposal will be considered a "Work for Hire Contract." The Department will be the sole owner of all source code and any software which is developed or included in the application software provided to the Department as a part of this contract.
- M. **Technology Purchases Notification -- The following provisions apply if this Request for Proposal (RFP) seeks proposals for "Technology"**
 - 1. For the purposes of this policy, "technology" applies to all services and commodities, voice/data/video and/or any related requirement, major software acquisitions, systems modifications or upgrades, etc., that result in a technical method of achieving a practical purpose or in improvements of productivity. The purchase can be as simple as an order for new or replacement personal computers, or for a consultant to design a new system, or as complex as a major systems improvement or innovation that changes how an agency conducts its business practices.
 - 2. If this RFP results in procurement of software over \$20,000, or of other

technology over \$50,000, or where the department determines that the potential exists for coordinating purchases among State agencies and/or the purchase may be of interest to one or more other State agencies, PRIOR TO AWARD SELECTION, this RFP and all responses thereto are subject to review by the New York State Office for Technology.

3. Any contract entered into pursuant to an award of this RFP shall contain a provision which extends the terms and conditions of such contract to any other State agency in New York. Incorporation of this RFP into the resulting contract also incorporates this provision in the contract.
4. The responses to this RFP must include a solution to effectively handle the turn of the century issues related to the change from the year 1999 to 2000.

N. YEAR 2000 WARRANTY

1. Definitions

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

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

2. Warranty Disclosure

At the time of bid, Product order or Product quote, Vendor is required

to disclose the following information in writing to Authorized User:

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

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

3. Warranty Statement

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

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

In the event of any breach of this warranty, Vendor shall restore the Product to the same level of performance as warranted herein, or repair or replace the Product with conforming Product so as to minimize interruption to Authorized User's ongoing business processes, time being of the essence, at Vendor's sole cost and expense. This warranty does not extend to correction of Authorized User's errors in data entry or data conversion.

This warranty shall survive beyond termination or expiration of the

Agreement.

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

- O. No Subcontracting
Subcontracting by the contractor shall not be permitted except by prior written approval and knowledge of the Department of Health.
- P. Superintendence by Contractor
The Contractor shall have a representative to provide supervision of the work which Contractor employees are performing to ensure complete and satisfactory performance with the terms of the Contract. This representative shall also be authorized to receive and put into effect promptly all orders, directions and instructions from the Department of Health. A confirmation in writing of such orders or directions will be given by the Department when so requested from the Contractor.
- Q. Sufficiency of Personnel and Equipment
If the Department of Health is of the opinion that the services required by the specifications cannot satisfactorily be performed because of insufficiency of personnel, the Department shall have the authority to require the Contractor to use such additional personnel, to take such steps necessary to perform the services satisfactorily at no additional cost to the State.
- R. Experience Requirements
The Contractor shall submit evidence to the satisfaction of the Department that it possesses the necessary experience and qualifications to perform the type of services required under this contract and must show that it is currently performing similar services. The Contractor shall submit at least two references to substantiate these qualifications.
- S. Contract Amendments
This agreement may be amended by written agreement signed by the parties and subject to the laws and regulations of the State pertaining to contract amendments. This agreement may not be amended orally.
The contractor shall not make any changes in the scope of work as outlined herein at any time without prior authorization in writing from the Department of Health and without prior approval in writing of the amount of compensation for such changes.
- T. Provisions Upon Default
 1. In the event that the Contractor, through any cause, fails to perform any of the terms, covenants or promises of this agreement, the Department acting for and on behalf of the State, shall thereupon have the right to terminate this agreement by giving notice in writing of the fact and date of such termination to the Contractor

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

U. Termination Provision

Upon termination of this agreement, the following shall occur:

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

V. Conflicts

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

W. MINORITY AND WOMEN OWNED BUSINESS POLICY STATEMENT

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

It is the intention of the New York State Department of Health to fully execute the mandate of Executive Law, Article 15-A and provide Minority

and Women Owned Business Enterprises with equal opportunity to bid on contracts awarded by this agency in accordance with the State Finance Law.

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

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

X. Contract Insurance Requirements

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

bodily injury, including death at any time resulting therefrom sustained by two or more persons in any one occurrence, and not less than \$500,000 for damages arising out of damage to or destruction of property during any single occurrence and not less than \$1,000,000 aggregate for damages arising out of damage to or destruction of property during the policy period.

- i. Contractor's Liability Insurance issued to and covering the liability of the successful bidder with respect to all work performed by it under this proposal and the contract.
- ii. Protective Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.
- iii. Automobile Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.

Y. Certification Regarding Debarment and Suspension

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

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

CFR, as set forth below:

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

Instructions for Certification

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered Transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility

and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions.

- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of parties Excluded from Federal Procurement and Nonprocurement Programs.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

Z. Confidentiality Clauses

1. Any materials, articles, papers, etc., developed by the CONTRACTOR under or in the course of performing this AGREEMENT shall contain the following, or similar acknowledgment: "Funded by the New York State Department of Health". Any such materials must be reviewed and approved by the STATE for conformity with the policies and guidelines for the New York State Department of Health prior to dissemination and/or publication. It is agreed that such review will be conducted in an expeditious manner. Should the review result in any unresolved disagreements regarding content, the CONTRACTOR shall be free to publish in scholarly journals along with a disclaimer that the views within the Article or the policies reflected are not necessarily those of the New York State Department of Health. The Department reserves the right to disallow funding for any educational materials not approved through its review process.
2. Any publishable or otherwise reproducible material developed under or in the course of performing this AGREEMENT, dealing with any aspect of performance under this AGREEMENT, or of the results and accomplishments attained in such performance, shall be the sole and exclusive property of the STATE, and shall not be published or otherwise disseminated by the CONTRACTOR to any other party unless prior written approval is secured from the STATE or under circumstances as indicated in paragraph 1 above. Any and all net proceeds obtained by the CONTRACTOR resulting from any such publication shall belong to and be paid over to the STATE. The STATE shall have a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any such material for governmental purposes.
3. No report, document or other data produced in whole or in part with the funds provided under this AGREEMENT may be copyrighted by the CONTRACTOR or any of its employees, nor shall any notice of copyright be registered by the CONTRACTOR or any of its employees in connection with any report, document or other data developed pursuant to this AGREEMENT.
4. All reports, data sheets, documents, etc. generated under this contract shall be the sole and exclusive property of the Department of Health. Upon completion or termination of this AGREEMENT the CONTRACTOR shall deliver to the Department of Health upon its demand all copies of materials relating to or pertaining to this AGREEMENT. The CONTRACTOR shall have no right to disclose or use any of such material and documentation for any purpose whatsoever, without the prior written approval of the Department of Health or its authorized agents.

5. The CONTRACTOR , its officers, agents and employees and subcontractors shall treat all information, which is obtained by it through its performance under this AGREEMENT, as confidential information to the extent required by the laws and regulations of the United States and laws and regulations of the State of New York.
6. All subcontracts shall contain provisions specifying:
 - a. that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, and
 - b. that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the AGREEMENT between the STATE and the CONTRACTOR.

AA. Provision Related to Consultant Disclosure Legislation

1. If this contract is for the provision of consulting services as defined in Subdivision 17 of Section 8 of the State Finance Law, the CONTRACTOR shall submit a "State Consultant Services Form B, Contractor's Annual Employment Report" no later than May 15th following the end of each state fiscal year included in this contract term. This report must be submitted to:
 - a. The NYS Department of Health, at the STATE's designated payment office address included in this AGREEMENT; and
 - b. The NYS Office of the State Comptroller, Bureau of Contracts, 110 State Street, 11th Floor, Albany NY 12236 ATTN: Consultant Reporting - or via fax at (518) 474-8030 or (518) 473-8808; and
 - c. The NYS Department of Civil Service, Alfred E. Smith Office Building, Albany NY 12239, ATTN: Consultant Reporting.

BB. Provisions Related to New York State Procurement Lobbying Law

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

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

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

Appendix H

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

I. Definitions:

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

II. **Obligations and Activities of the Business Associate:**

- (a) **The Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.**
- (b) **The Business Associate agrees to use the appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement and to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic Protected Health Information that it creates receives, maintains or transmits on behalf of the Covered Entity pursuant to this Agreement.**
- (c) **The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Agreement.**
- (d) **The Business Associate agrees to report to the Covered Program, any use or disclosure of the Protected Health Information not provided for by this Agreement, as soon as reasonably practicable of which it becomes aware. The Business Associate also agrees to report to the Covered Entity any security incident of which it becomes aware.**
- (e) **The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Program agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.**

- (f) **The Business Associate agrees to provide access, at the request of the Covered Program, and in the time and manner designated by the Covered Program, to Protected Health Information in a Designated Record Set, to the Covered Program or, as directed by the Covered Program, to an Individual in order to meet the requirements under 45 CFR 164.524, if the business associate has protected health information in a designated record set.**
- (g) **The Business Associate agrees to make any amendment(s) to Protected Health Information in a designated record set that the Covered Program directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Program or an Individual, and in the time and manner designated by Covered Program, if the business associate has protected health information in a designated record set.**
- (h) **The Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of, the Covered Program available to the Covered Program, or to the Secretary of Health and Human Services, in a time and manner designated by the Covered Program or the Secretary, for purposes of the Secretary determining the Covered Program's compliance with the Privacy Rule.**
- (i) **The Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.**
- (j) **The Business Associate agrees to provide to the Covered Program or an Individual, in time and manner designated by Covered Program, information collected in accordance with this Agreement, to permit Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.**

III. Permitted Uses and Disclosures by Business Associate

(a) General Use and Disclosure Provisions

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

(b) Specific Use and Disclosure Provisions:

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

IV. Obligations of Covered Program

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

- (a) The Covered Program shall notify the Business Associate of any limitation(s) in its notice of privacy practices of the Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.**
- (b) The Covered Program shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.**
- (c) The Covered Program shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Program has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.**

V. Permissible Requests by Covered Program

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

VI. Term and Termination

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

VII. Violations

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

Miscellaneous

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

ATTACHMENT XIII

Offeror's List of Required Items

This list is to assist Offerors in submitting a complete Proposal. **Not all RFP requirements are included on this list.** Offerors are responsible for carefully reading the RFP and responding to all requirements.

A. Technical Proposal

1. Transmittal Letter - see RFP Section D.1.b.1)
 - a. Offeror contact information
 - b. Conflict of interest information
 - c. Officers/those authorized to negotiate a contract
 - d. Relevant legal/disciplinary actions that may affect Offeror's performance
2. Required Forms
 - a. Offeror's Assurances – Attachment II
 - b. Offeror's Questionnaire – Attachment III
 - c. Bid Form – Attachment IV
 - d. Vendor Responsibility Questionnaire – Attachment VI
 - e. State Consultant Services Form A – Attachment VIII
 - f. NYS Taxation and Finance Form ST-220-CA – Attachment XI
3. Subcontractor Information, as applicable – see RFP Section D.1.b.3)
 - a. Subcontractor(s) information
 - b. Responsible officers
 - c. Financial interests
 - d. Willingness to participate
 - e. Relevant legal/disciplinary actions that may affect subcontractor performance
 - f. Vendor Responsibility Questionnaire, as applicable
4. New York State Contracts – See RFP Section D.1.b.4)
 - a. State agency
 - b. Contact and contact's telephone number
 - c. Project budget/time frame
 - d. Description of project
5. Vendor Responsibility documentation – see RFP Section E.8.
 - a. Proof of financial stability
 - b. Department of State registration
 - c. Certificate of Incorporation or other

B. Cost Proposal

1. Transmittal Letter – see RFP Section D.1.c.1)
 - a. Signature of authorized individual
 - b. Assurance of validity of Proposal for at least 270 days
2. Cost Proposal