

**NEW YORK STATE DEPARTMENT OF HEALTH
DIVISION OF NUTRITION**

Bureau of Supplemental Food Programs

A Request for Proposal for
WIC Banking Services

RFP No. 0707020130

RFP Release Date: December 3, 2007

Proposal Due Date: January 25, 2008

New York State
Department of Health
Riverview Center
150 Broadway
Menands, NY 12204

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Proposal Due Date: January 25, 2008

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FOR FURTHER INFORMATION REGARDING THESE STATUTORY PROVISIONS, SEE THE LOBBYING STATUTE SUMMARY IN [SECTION E.13](#) OF THIS SOLICITATION.

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A. INTRODUCTION

This document is a Request for Proposals (RFP) for the banking services required for the Special Supplemental Nutrition Program for Women, Infants and Children (WIC). This RFP is issued by the New York State Department of Health (DOH). The contract awarded in response to this RFP will be for a period of three years. The contract may be extended for up to two one-year extensions, at the sole discretion of DOH, for a maximum contract period of five years.

The WIC Program provides approximately 27 million checks for food annually to over 480,000 New York State residents per month. These checks are redeemed in approximately 4,600 retail food outlets, also known as vendors, throughout New York State. The checks are produced under a decentralized computer system operated at 100 local WIC sites, referred to as Local Agencies.

The WIC Program requires banking services to process WIC checks for payment and to provide necessary data for effective management of the payment service system.

The discrete tasks required by this RFP include:

- maintaining a list of active checks;
- processing of presented checks;
- determining eligibility for payment or rejection of checks;
- processing exception checks submitted for reimbursement;
- reporting of processing information;
- providing data on processed checks;
- capturing and reporting the vendor number on all presented checks;
- comparing reported vendor number against a vendor file of authorized vendors;
- visual review (for missing/altered information) of 100% of all checks presented;
- developing a disaster recovery plan to ensure continuous service;
- other tasks as identified elsewhere in this RFP or inherent in the performance of the services solicited by this RFP.

At a minimum, bidders should respond to each requirement by affirming its ability to perform tasks as described in the RFP. The Department also encourages bidders to identify services which exceed the basic requirements of this Request for Proposal (RFP). If the bidder has an existing process or capability it deems is an improvement over the method or routine outlined in the RFP, it should provide a comprehensive description of the service functionality in its response for the related task. These can be improvements to the current process, new items or processes within the Scope of Work, or any service or innovation that could present cost savings, improved processing accuracy, or improved

information dissemination. Examples include, but are not limited to, expanded or additional reports, premium imaging quality and retrieval services, automated notifications, and alternate reimbursement processing methodology. Specific areas of focus include, but are not limited to, vendor number capture, Special Formula Food Instrument processing, and reimbursement check processing.

DOH reserves the right to choose the service enhancements over the minimum required banking services if they better meet DOH needs. Proposed enhancements, if desired, will be subject to further clarification of scope.

I. Definitions

3TDES	Triple Data Encryption Standard using three keys
Above-50-percent vendors	WIC-authorized vendors that derive more than 50 percent of their annual food sales revenue from WIC food instruments
BSI	Bureau of Special Investigations
CMIA	Cash Management Improvement Act
Contractor	Recipient of a contract as a result of the Request for Proposal submission
CPI-U	Consumer Price Index – Urban Consumers
DOH	The Department of Health
ECR	Earnings Credit Rate
FedWire	Federal Reserve direct wire system
LA	Local Agency
NACHA	National Automated Clearinghouse Association
NGA	“Not Good After” date. Date after which WIC check is invalid.
NGB	“Not Good Before” date. Date which WIC check becomes valid.
NTE	“Not-To-Exceed” value. Total Price limit for items on a WIC check
OSC	Office of the State Comptroller
PNP File	Paid/Not Paid File containing all items paid since the last file was produced and those items issued recently that remain outstanding.
RFP	Request for Proposal

RR	Federal Reserve Bank Reserve Requirement percentage (currently 10%)
SFFI	Special Formula Food Instrument
SNAP	Supplemental Nutrition Assistance Program
UCC	Uniform Commercial Code
USDA	United States Department of Agriculture
Vendor	Grocer or pharmacy approved by DOH to sell WIC items and accept WIC checks as payment for those items.
Vendor ID	5-digit number assigned to each vendor for identification
Vendor Stamp	An assigned number (up to five (5) digits) used by the vendor for endorsement purposes.
VMA	Vendor Management Agency
VPN	Virtual Private Network
WIC	Special Supplemental Nutrition Program for Women, Infants and Children
WICSIS	WIC Statewide Information System

B. BACKGROUND

I. Description of the WIC Program

The WIC Program serves low-income pregnant, postpartum, and breastfeeding women, infants, and young children who are at nutritional risk due to medical conditions or inadequate dietary intake. WIC is an adjunct to health care, providing nutrition education and prescribed food packages to the targeted population. Current participation in WIC in New York State is approximately 480,000 persons per month. The WIC Program services participants at 100 Local Agencies statewide. Distribution of checks for purchasing food occurs at these WIC Local Agencies.

Every Local Agency operating a WIC Program has entered into a contractual agreement with the New York State Department of Health. These agencies include hospitals, health clinics, city and county health departments, and community action programs.

Each participant family receives an identification (ID) card listing the Local Agency name and address and the name and WIC ID number of each participant in the family. The WIC ID card may also designate other individuals (proxies) authorized to pick up and redeem checks. Participants sign an electronic check register when receiving checks and the signed ID cards are shown when checks are redeemed in stores. Any WIC-

approved food vendor may accept WIC checks.

The WIC Program is a federal program under the jurisdiction of the United States Department of Agriculture (USDA) and administered by the New York State Department of Health (DOH). The program is governed by federal regulations set forth in 7 CFR 246, titled the Special Supplemental Nutrition Program for Women, Infants, and Children.

The WIC Program receives funding from four major sources – The USDA Federal grant award, the New York State Supplemental Nutrition Assistance Program (SNAP) appropriation, the Infant Formula Rebate program, and the Infant Cereal Rebate program.

2. Description of WIC Food Vendor Component

WIC vendors are food stores or pharmacies that have entered into contractual agreements with the WIC Program to provide WIC foods to WIC participants in accordance with the USDA regulations.

a. Vendor Enrollment

Vendor Management Agencies, or VMAs, are Local Agencies that manage the State's participating WIC vendors. VMAs are responsible for assessing vendor applications for WIC Program participation and entering into contracts with vendors who meet the Vendor Enrollment Criteria. Any vendor that applies for participation in the WIC Program is enrolled if enrollment criteria are met.

b. Vendor Banking Information

Each vendor fills out a Bank Designation Form at the initial enrollment and any time changes are made to their banking information. The Bank Designation Form includes the following: the vendor's business name and address, the personnel authorized to deposit checks, the bank's name and address where the WIC checks will be deposited, the bank account and route transit number where the checks will be deposited, account information for where electronic reimbursements may be made (if different than the bank of deposit), and the vendor's signature. The Bank Designation Form is returned to the contracting VMA and forwarded to DOH for processing along with a voided blank check or deposit slip indicating the bank and account and route transit number.

c. Vendor Training

VMAs are responsible for providing training to each of their contracted vendors on a regular basis. Vendor training serves numerous functions in support of the WIC Program. The ultimate goal of vendor training is to assure the most effective and efficient delivery of prescribed foods to WIC participants. VMAs are required to maintain WIC vendor training information. This information includes, but is not limited to, dates of training sessions, names of training instructors, vendors invited, vendors in attendance, a brief summary of suggestions and comments, and other vendor contacts to resolve problems.

d. Vendor Monitoring

Vendor monitoring is defined as the review of contracted WIC Program vendors on a regular basis to determine adherence to Program regulations and address problems among vendors, participants, and local WIC staff as they arise. Unannounced on-site visits by VMA program representatives are required to maintain contact with contracted vendors. Written contact is a suggested means of following up on visits with store managers and other personnel. Informal contacts are initiated when specific complaints are received relative to a vendor, when a vendor brings problems to the attention of the VMA, or when potential problems are detected through the review of computer reports. Such contacts are documented in the vendor file.

3. Banking System Overview

The current check processing system requires the Contractor to process for payment WIC food checks deposited by approximately 4,600 WIC food vendors throughout New York State who are authorized to redeem WIC checks. Currently approximately 2.25 million checks are presented for payment monthly. These checks, which are issued to approximately 480,000 WIC participants each month, are presented to the vendors in exchange for specifically-prescribed food items. DOH estimates that an average of 2.5 million checks will be presented each month over the term of the contract.

a. Decentralized Check Production and Distribution

WIC Local Agencies throughout New York State collect and data enter applicant certification information. Eligible participants receive computer-generated checks printed onsite at the Local Agency using the WIC Statewide Information System (WICSIS). Equipment used to generate checks includes the following: file servers, personal computers, signature capture devices, check printers, secure font modules and laptop servers. Local Agencies place a monthly order for check stock and toner. They are responsible for maintaining an inventory sufficient to serve their WIC caseload, but are not required to provide a written inventory report to the State. In the event WICSIS is temporarily unable to print checks, participants receive pre-printed manual checks, onto which specific information is handwritten.

On a nightly basis (except weekends and major holidays), commencing at approximately 12:00 a.m., the certification and check issuance information is uploaded to the WICSIS mainframe for processing via encrypted (3TDES) VPN terminal. Later each night, the processed information is downloaded to the sites throughout the State. Thus, each Local Agency site will have updated information for all participants in that agency as of the previous day's information.

Printed on the check is a statement specifying the foods that may be purchased using the check (for example, 2 Cans WIC Juice, 1 Pound WIC Cheese, etc.). Also printed on the check is a variable "Not-To-Exceed" (NTE) amount that places an upper limit on the value for which the check can be cashed. In most cases, participants are issued multiple checks to make up the prescribed food package.

The participant is given one, two or three months worth of checks at each Local Agency visit.

Each set of checks is marked with a “Not Good Before” date and a “Not Good After” date. WIC checks are only good for 30 days and must be used only within the “Not Good Before” and “Not Good After” Dates. [Attachment 4 \(page A-4\)](#) contains a sample WIC check. The WIC vendor, through its contract with a WIC Vendor Management Agency, agrees to abide by Program rules and regulations. These include charging the actual shelf price for items purchased and depositing the checks within specified time periods.

The WIC vendor is allowed up to 60 days from the “Not Good Before” date to deposit the check in a sole authorized bank account previously designated by the WIC vendor in its WIC Vendor Contract. Deposited checks are presented to the Banking Contractor for review and payment (or rejection). The Banking Contractor has up to 65 days from the “Not Good Before” date to process deposited checks. Reimbursement for certain checks mailed in by WIC vendors may also be made within 75 days of the “Not Good Before” date.

b. Check Processing Files

Each night a Check Issuance File and a Vendor File are transmitted, separately, to the Banking Contractor encrypted (3TDES) VPN terminal. The Check Issuance File, containing check issuance data collected nightly from the Local Agencies, provides the Banking Contractor with information on all checks issued or voided and reported to WICSIS since the last upload process. The Vendor File is an update file, not a cumulative file, and provides information on vendors authorized to accept and deposit WIC checks. The issuance records are processed the following night by the Banking Contractor prior to processing the checks presented that day. Only checks reported to the Banking Contractor as active can be paid. Similarly, only authorized vendors can be paid.

Upon payment of the checks the Banking Contractor provides DOH with an electronic file (the Paid/Not Paid File) containing information on redeemed checks. The file includes the check number, the date presented, the amount presented, the amount paid (or the reason for rejection), and the ID number of the vendor that redeemed the check. Refer to [Attachments 5A through 5C](#), (pages A-5A to A-5C) for file layout information and [Attachment 8 \(page A-8\)](#) for information on DOH Computing Environment. [Attachment 9 \(page A-9\)](#) shows a diagram of the flow of check information.

C. DETAILED SPECIFICATIONS

I. General Bidder Requirements

a. Bidder Entity

The bidder must be a commercial bank and be designated by the Office of the State Comptroller as a depository bank. ***Bids from financial institutions that do not meet this criterion will be automatically rejected, and will not be**

scored.

b. Memberships

***Bids from financial institutions that do not meet the following criteria will be automatically rejected, and will not be scored.**

i) Automated Clearinghouse

The bidder must be a member of an Automated Clearinghouse Association and be in compliance with all rules and regulations set forth by the National Automated Clearinghouse Association (NACHA), local ACH association(s) and ACH operators. The Contractor must be able to act as both an Originating Depository Financial Institution (ODFI) and a Receiving Depository Financial Institution(RDFI) - able to initiate and receive ACH entries.

ii) FedWire

The bidder must be a member of the Federal Reserve direct wire system.

c. Bidder Collateral

The bidder must commit to pledge collateral to secure the State's interests in any depository account to the extent deemed appropriate by the Comptroller of the State of New York in accordance with Sections 105 and 106 of the State Finance Law. The Office of the State Comptroller shall establish and periodically review and adjust, as necessary, the amount held as collateral. DOH reserves the right to periodically verify the amount of collateral held. *** Bids from financial institutions that do not commit to pledge collateral to secure the State's interests in any depository account to the extent deemed appropriate by the Comptroller of the State of New York in accordance with Sections 105 and 106 of the State Finance Law will be automatically rejected, and will not be scored.**

d. Corporate Ability to Perform

The bidder must certify and demonstrate the existence of corporate and computing resources adequate to perform the tasks solicited by this RFP.

e. Conflict of Interest

The bidder must certify and demonstrate that it has no existing relationships nor does it anticipate involvement in any relationship which, if its proposal is accepted, would create the possibility for improper use of information or resources obtained through this contract or any other contract with the State of New York.

Failure to identify any such existing or potential conflict of interest in the Contractor's proposal shall be sufficient cause for disqualification of a proposal or cancellation of a contract.

2. Scope of Work: Banking System Requirements

This section delineates and defines the minimum requirements for the daily operation of the WIC banking services system.

a. Account Requirements

i) Account Structure and Maintenance

The WIC Banking Account structure must provide for one WIC Food Account to be managed as a cash account. Funds are deposited electronically by the Office of the State Comptroller to cover WIC checks processed in accordance with the contract. This will be a controlled disbursement account. Funds are to be used only for payment of WIC checks processed in accordance with the terms of the contract and other food instruments and shall not be commingled with any other monies.

ii) Deposits to the WIC Food Account

Funds will be deposited to the WIC Food Account by the New York State Office of the State Comptroller on a daily basis (or alternate schedule, if DOH desires).

iii) Interest Earnings on Account Balances

Funds in the WIC Food Account will generate interest earnings as required by the Cash Management Improvement Act (CMIA).

Interest must be computed in accordance with the formula referenced in [Attachment 3: Earnings Credit \(page A-3\)](#). The resulting interest must be applied as a credit to the monthly service vouchers submitted to DOH by the Contractor. The Contractor must confirm the Earnings Credit Rate with OSC on a monthly basis.

iv) Statement of Transactions and Account Balances

Daily, the Contractor will inform the Office of the State Comptroller of the amount needed to fund the WIC Food Account to a zero balance level for that day. In determining the amount of funding needed, the bank will need to take into account the ledger balance. Written verification and regular reports will be required to confirm the figures forwarded by telephone. (Also see [Section C.2.o, page 21](#)). The staff responsible for making and receiving the telephone calls, schedules for calls and related details will be specified and confirmed after the contract is awarded.

Daily, the Contractor must provide the opening available balance in a BAI2 format electronically to OSC. By 10:00 am daily, the Contractor must inform OSC of the amount needed to fund the WIC account to a zero balance for that day. Any adjustments after the final presentments of funds required must be held until the next business day.

v) Fund Security

The Contractor must maintain the designated account for the WIC Program subject to such security, access and collateral provisions as required by the Office of the State Comptroller and DOH.

b. Issuance File Processing

i) Check Issuance File

The Contractor must accept and process Check Issuance Files transmitted electronically from DOH. This information is used by the Contractor to determine whether a check being deposited shall be paid.

A Check Issuance File is created and sent daily to the Contractor. The file contains information on the checks that have been printed for issuance to participants, including the check number; the WIC Program's bank account number; the maximum amount for which each check can be cashed; and the "Not Good Before" date (check issuance date). The Contractor uses the check issuance date to determine if the check is active and eligible to be paid ([Attachment 5A, page A-5A](#), contains the file layout.). The Contractor must be able to accept such file via encrypted (3TDES) VPN tunnel.

ii) Skeletal Issuance Records

There may be instances when the computer system is unable to print checks on demand. If this occurs, the Local Agency may issue manual (partially-handwritten) checks to participants. Agencies maintain a stock of pre-printed manual checks. Manual checks are pre-printed with certain "skeletal" issuance information, including the check number, food package information and the maximum value for which they may be cashed.

For each supply of manual checks printed, DOH will transmit a Check Issuance File that contains skeletal issuance records for the manual checks. These records will contain sufficient information necessary for the Contractor to process the check (the check number and the maximum value, and an indicator identifying the check as a manual check). The Contractor must accept and process Check Issuance Files that contain skeletal issuance records.

When the manual checks are issued to a participant, the Local Agency handwrites additional information on the check, including the "Not Good Before" date. When computer system functionality returns, the Local Agency staff data enter the additional (handwritten) information in WICSIS. An updated issuance record, containing the relevant additional information will be included in a Check Issuance File for checks not already reported as paid.

Since checks being presented may be recorded and paid against the skeletal record there may be instances where checks are paid by the Contractor before the additional information becomes available. DOH will not transmit an updated issuance record for items already reported as paid.

c. Vendor File Maintenance and Update

DOH will maintain a file of vendors that have been authorized to accept and deposit WIC checks. The WICSIS Vendor Subsystem allows DOH employees to access the WIC Vendor File to inquire, create maintenance transactions and update the Vendor File. Transactions entered on-line are applied to the Vendor File during the nightly batch update process.

The Contractor must accept and process Vendor File transmissions from DOH via encrypted (3TDES) VPN tunnel (See [Attachment 5B, page A-5B](#), for the file layout.). The Contractor must maintain its own Vendor File. Updates to the Vendor File will be transmitted on a nightly basis to the Contractor. As new WIC vendors are authorized they are assigned a 5-digit vendor number and are issued a Vendor Number Stamp for entering their vendor number on the checks being deposited. The Contractor must not pay any checks without an authorized vendor number stamped on the check. This stamp design is unique and may only be obtained from New York State.

d. Daily Check Processing

i) Processing Capability

The Contractor must have the existing capability to handle the processing of WIC checks for payment as they are received on a daily basis. The estimated volume for the proposed contract term is 2.5 million checks per month with an approximate value of \$30 million.

ii) Item Review

The processing of checks includes both an automated review (using information provided in the Check Issuance File and the Vendor File) and a manual visual review of 100% of all items. All items must be handled within the guidelines of the Uniform Commercial Code or the 24 hour limit for “payment on demand” items.

iii) Visual Review of Items

The Contractor must visually review 100% of all items presented for payment for missing or altered signatures and amounts, and missing or illegible vendor numbers. The visual review can be of physical items or images of the items.

iv) Data Capture of Vendor Number

The Contractor must capture the vendor number for comparison against the Vendor File. Currently, the vendor number is data entered during the visual review. DOH is interested in examining alternative methods of vendor identification on WIC checks. The Contractor will need to work with DOH to develop new or supplementary methods and be able to adapt to proposed changes. The Contractor may propose a new method, alternate equipment and/or technology for capturing the vendor number (for example, using Optical Character Recognition technology).

v) Check Digit

The Contractor must employ a check digit routine to accurately identify the check number and to prevent unmatched item data from being passed to DOH. The applicable check digit routine will be provided by DOH.

e. Check Rejection Criteria

The Contractor must reject vendor checks based on the Check Rejection Criteria listed in [Attachment 6A \(page A-6A\)](#). If the Contractor rejects a check that the vendor has deposited, the Contractor returns that check to the vendor via the vendor's depository bank. Check 21 Law allows for a vendor's bank to return a WIC check in the form of a substitute check, or "image replacement document". When this occurs, prior to returning the item, the Contractor bank may either attach a paper strip with number codes (MICR line) to the bottom of the document or place the entire document inside a protective paper sleeve.

The current volume of rejected checks is approximately 14,000 monthly. Check screening and rejection must occur within the 24 hour limit for "payment on demand" items. (Note: As described in [Section C.2.h](#), vendors may mail in reimbursement requests for certain rejected checks.)

If an item meeting any rejection criteria is erroneously paid by the Contractor, it is the responsibility of the Contractor to take corrective action.

f. Second Presentment of Select Checks

There are instances where a check rejected on the first presentment may be re-deposited and paid. The Contractor must initially reject, return to the vendor for correction, and allow for re-deposit WIC checks whose sole rejection reason is a missing or illegible vendor number stamp.

The re-deposit capability must allow for the checks to be presented a second time only. If, after the second presentment, the check has a missing or illegible vendor number stamp or can be rejected for any of the Check Rejection Criteria, it must be permanently returned to the vendor.

g. Formula Indicator Flag

The Vendor File contains an indicator that denotes if the authorized store is a grocery or a pharmacy. The Check Issuance File contains a "Formula Indicator Flag" that denotes whether the WIC check includes infant formula. Checks for infant formula do not contain any other food items. Pharmacies that participate in the WIC Program are only allowed to redeem checks for infant formula. If a pharmacy redeems a WIC check for other food items (Formula Flag = 0), the check will be rejected as an "Unauthorized Food Package" and returned unpaid. These checks cannot be reimbursed at a later date.

h. Reimbursement Check Processing

Vendors are permitted to seek reimbursement for certain checks that have or will be rejected. These include checks that were deposited and rejected for exceeding

the maximum value or for having an altered amount, and checks never deposited in anticipation of being rejected for those reasons. Reimbursement is also allowed if an error has occurred at no fault of the vendor. Checks submitted for reimbursement are not returned to the vendor. Vendors must submit reimbursement requests within 75 days of the “Not Good Before” date.

i) Flagging and Paying Reimbursement Items

Vendors submit reimbursement requests through the mail directly to the Contractor. The Contractor must process rejected checks submitted by vendors for reimbursement. In the Paid/Not Paid file, the Contractor will flag these checks as reimbursement items and include the reject reason code (refer to [Attachment 5D, page A-5D](#), for codes). In a subsequent Check Issuance File the Contractor will receive State calculated reimbursement amounts (based on vendor redemption history) for the flagged items. The State inserts a code in the flag field to indicate that a reimbursement amount has been provided. The Contractor will provide payment via an electronic transfer of funds through the Automated Clearing House (ACH) system to the vendor’s designated WIC bank account. The Contractor must perform the ACH function at least twice a week. If vendors seek reimbursement for checks ineligible for payment (e.g., checks with missing signatures), the reimbursement amount will be \$0 (zero dollars).

As stated above, vendors may submit reimbursement requests for checks rejected for exceeding the maximum amount or having an altered amount. In these cases, checks are paid (reimbursed) at an amount calculated using all vendors’ historical redemption data for the combination of food commodities on the check.

The Contractor may propose an alternate method of processing reimbursement items that would eliminate or reduce the need for vendors to submit reimbursement requests. For example, the Contractor may propose a method that provides payment at the presented amount in the first instance (for the above two categories of reimbursable items), flags the check as a reimbursement item, and ultimately adjusts the vendor’s account so that the final payment reflects the reimbursement amount provided via the Check Issuance File.

Any enhancement to the current method must be in compliance with Federal processing timeframes (payment/rejection within 24 hours) and must allow for final payment to the vendor at the reimbursement amount. The Contractor must have a processing system in place by September 30, 2008, irrespective of whether it is an enhanced method.

ii) Mailing Statements to Vendors for Reimbursement Items

The Contractor must send statements to the vendors (either to the individual store or to a corporate owner) advising of the reimbursement action taken. Statements are sent to the individual store if the vendor uses the same account for deposits and electronic reimbursements. If the vendor uses two different

accounts, the statement will be sent to the Vendor Owner address. Use of separate accounts indicates the vendor deposits WIC checks into one account, but electronic reimbursements are made to a vendor's corporate account. The mailing address for statements will be included in the Vendor File transmitted to the Contractor.

The statements must include, at a minimum, the following information: vendor name, vendor address, WIC vendor number, vendor bank account number, statement date, check number, date flagged for reimbursement, reject reason, presented (requested) amount, reimbursement amount, total amount of the electronic funds transfer.

A statement can include all checks from a multiple reimbursement submission.

i. Special Formula Food Instruments (SFFI)

In addition to checks, the WIC Program also issues Special Formula Food Instruments (SFFIs), [Attachment 17, page A-17](#). The SFFIs are vouchers for special infant formulas, some of which cannot be issued on a WIC check. Use of these vouchers is limited with an estimated 100 SFFIs issued each month.

Vendors will mail redeemed vouchers to P.O. Box 22074, Albany, NY, 12201-2074. DOH will provide the SFFI number, the vendor number, and the payment amount to the Contractor. The Contractor must provide a method of using existing banking functionality, such as ACH, to create a credit to a WIC vendor for payment of these vouchers. The Contractor must send a statement to the vendors advising them of the action taken. This process must record the SFFI number, the vendor number, the payment amount and the payment date.

The Contractor must implement system edits to preclude SFFI processing if they are postdated, paid amount < \$0, paid interval > 90 days, or if the issued date on SFFI's received January 1 and later is from the prior Federal fiscal year.

The Contractor will provide a file of SFFI transactions weekly in a file format to be provided by DOH. At a minimum, required fields will include Batch #, Participant ID, Vendor ID, SFFI #, Formula Code, # Units, Issue Date, Paid Date, Unit Cost, Total Payment, Payment Code, and Instrument Status. The system must also prevent duplicate entries within files and across files (cannot be same SFFI# and Instrument Status).

j. On-Line System

The Contractor must provide an on-line system that permits the Contractor and DOH to view the status of all checks outstanding and presented (paid and rejected), and that permits OSC to view account balances and funding requirements. The minimum required fields for the on-line inquiry system are listed in [Attachment 10 \(page A-10\)](#). At a minimum, full access to the system must be available daily from 7:00 a.m. – 6:00 p.m. This system must retain a master file of all items for a set period of time determined by DOH, as follows:

i) Paid Item Retention

Paid items must be maintained for a period of 45 days after the payment date. After 45 days, the paid items may be purged from the on-line master file.

ii) Outstanding/Rejected Item Retention

Outstanding items (checks never presented or submitted for reimbursement) and rejected items must be maintained for a period of 120 days from the issue date (the “Not Good Before” date). After 120 days from the issue date, these items may be purged. Checks never presented must be coded in the Paid/Not Paid file as an Aged Food Instrument. Rejected checks purged from the on-line file should retain their last presentment code.

iii) Master File Retention

The above timeframes apply to the on-line master file inquiry system for DOH. As described in [Section C.2.o \(page 21\)](#), the Contractor must provide financial statements along with monthly vouchers. As such, the Contractor should retain master file data for a long enough period of time to allow for completion of financial statements.

k. Select Review

i) Select Review of Bank Account Information

For specific vendors identified by DOH, the Contractor must have the capability to select and review a sample of checks containing a valid vendor number to determine whether the bank and account number to which the WIC check was deposited is the sole authorized account for the deposit of the check. One to twenty vendors may be selected each month. During that month, the Contractor will out-sort all reimbursement checks for the selected vendors for return to DOH for review. Also, in addition to all other routine edits, the Contractor must review the back of each check presented to verify that the account of deposit is valid. In cases where the bank and account number do not match the vendor’s reported information, the Contractor is to return the check to the vendor stamped “Invalid WIC Account – Do Not Redeposit”. The vendor’s checks are reviewed until an invalid account is found for that vendor, or the month ends, whichever is sooner. In addition, the Contractor is to provide DOH with a monthly report identifying the WIC vendors reviewed under this out-sort function by vendor number, the number and value of checks reviewed for each vendor, the findings, and in cases where the checks are returned to the depositor, the number and value of checks returned.

ii) Draft Pull Audit Process

On an occasional basis vendors may be selected for a draft pull audit in which their checks will be out-sorted for return to DOH Bureau of Special Investigations. The Contractor must have the capability to out-sort checks from particular vendors identified by DOH. The Contractor must also have the capability to out-sort a particular range of check numbers identified by DOH.

The Contractor should assume that between zero and ten vendors per month may be selected for this process. The Contractor will be notified in advance of a draft pull audit so that preparations can be made to perform the required out-sorting.

iii) Quality Control

The Contractor will conduct monthly quality control checks of all staff responsible for visually reviewing WIC checks for payment by re-screening at least 1/2 of 1% of the screened checks to detect errors and will carry out the corrective action needed if problems are found. The Contractor will notify the WIC Program monthly, in writing, of the number and types of errors found and the corrective action taken.

I. Voids and Stop Payments

i) Voids

The Contractor will reject checks with a status of “void”. Checks may be voided if they are deemed unusable. If a printed check is deemed unusable, the Local Agency will update the status of the check in WICSIS (to void, void-returned, or void-reissued) and will destroy the physical check. Unusable checks include checks damaged during the printing process, checks accidentally damaged by participants prior to redemption, and checks listing incorrect foods or amounts. The status of “void” is transmitted to the Contractor via the Check Issuance File.

ii) Stop Payments

The Contractor will reject checks with a status of “stop payment”. There are instances where an active (issued) check is later reported as lost or stolen. Thefts are immediately reported to the local police by Local Agency staff and/or WIC participants, and the check numbers are included in the report. In addition, a stop payment is recorded in WICSIS to prevent payment. The status of “stop payment” is transmitted to the Contractor via the Check Issuance File. Additionally, the Contractor shall provide for the acceptance of stop payment orders received via phone, fax or electronically and confirm all stop payment orders by 10:00 a.m. the following day via mutually agreed to media. The “stop payment” status is not ever rescinded. If checks reported as lost or stolen are subsequently found and returned to the Local Agency, a replacement set of checks will be provided to the participant.

m. Investigative Check Retrieval

Investigative checks (also called “compliance buy” checks) are used to monitor and conduct investigations of vendors, participants and Local Agency staff. For investigative purposes, the project number printed on the check will be that of a currently operating Local Agency. Investigative checks will be identified by a field in the Check Issuance File so that they can have limited edits applied to them and so that they can be out-sorted for return to DOH Bureau of Special Investigations (BSI) for review.

The Contractor must allow these checks to bypass all of the normal edits, and all investigative checks must be paid.

The Contractor must return all investigative checks to DOH on the next working day with a statement summarizing the daily activity including check numbers, amounts paid, and other pertinent information. Upon receipt, these checks will become part of the case file and will be retained by DOH.

n. Paid/Not Paid Files

The Contractor must transmit electronically a Paid/Not Paid File to DOH on a daily basis. The file is to be transmitted no later than the next business day after the date of processing. The Paid/Not Paid File will report on all items presented for processing on that day. This file will contain the check number, the vendor number, the date presented, the presented amount, the amount paid or the rejection reason code, and an indicator for checks flagged and/or paid through the reimbursement process. The check rejection criteria are listed in [Attachment 6A \(page A-6A\)](#). The file layout for the Paid/Not Paid File is in [Attachment 5D \(page A-5D\)](#). Refer to the file layout for the full description of required data elements. The Contractor must establish system edits to ensure only valid codes are passed to DOH.

The Contractor must maintain backups of each file sent to DOH. Backup files must be retained for a minimum of four months. Should DOH require a backup copy it must be sent to DOH within two working days. This backup file must be identical to the primary file.

o. Financial Statements and Activity Reports

The Contractor must provide financial and activity statements along with the monthly voucher. The financial statements must detail checks presented, paid, returned, and any adjustments (debits, credits, reversals). DOH will use WICSIS-generated reports to reconcile the financial statements provided by the Contractor. All statements and reports should also be available electronically in a mutually agreed to format.

i) Financial Statements

The following information identifies the minimum requirements for financial statements and reports concerning transactions posted to the WIC Food Account. The Contractor must submit this information along with vouchers for payment. Samples of statements and reports should be included in the response.

The Financial statements must include:

- Account number
- Itemization of debits and credits (a list total for debits by day showing amounts paid by presentments and those paid by reimbursements is acceptable due to the volume of items processed)
- Total number of items processed

- Beginning balance on the account
- Total amount paid for the period
- Total deposits/credits for the period
- Ending balance on the account

The above information is required on a daily basis along with cumulative monthly and yearly summary reports.

ii) Activity Reports

The monthly activity reports should detail the daily activity of items, including, at a minimum:

- Number and dollar value of items Paid
- Number of items Not Paid (by reject reason)
- Number and dollar value of Reimbursement items

The above information is needed on a daily basis along with cumulative monthly and yearly summary reports. Other activity reports, including, but not limited to, daily vendor file updates and vendor ACH activity, may also be required. These reports will be discussed during the contract development phase.

p. Check Storage

The Contractor must store each month's paid checks in a secure location for two months subsequent to the month received as paid or undistributed. At the end of the minimum storage time, the Contractor is responsible for disposing of the checks by coordinating this action with a paper disposal firm. Access to stored checks must be made available during normal business hours by the Contractor for authorized employees or sub-contractors of DOH upon written notification of authorization by DOH personnel. Checks must be stored so as to be physically easy to retrieve.

q. Imaging/Copies of Food Instruments

The Contractor must have a method of capturing and storing a high quality image of the front and back of all presented food instruments (paid, rejected, reimbursement and SFFI). Strong preference is given to a system providing secure access allowing easy download and/or printing of stored images. A browser based system via secure internet protocol, or equally secure user-friendly system, is desirable. Additionally, the Contractor must be able to provide clear and legible image copies to DOH, upon request. The request will identify the check serial number(s) and approximate time period during which the check was presented for payment.

The Contractor must describe the technology used to produce high quality images and if it offers any distinguishing features (e.g. color, low 'problem image' rates, exceeds generally accepted minimum quality standards, etc.).

r. Data Recovery

In the event that electronically transmitted data cannot be used as input to the WIC system for any reason, the Contractor must have the capacity to re-send the data within one business day, at no charge to DOH.

s. Courier Services

i) Postal Delivery and Pick-Up

The Contractor must establish courier services for the pick-up of mail from P.O. Box 22074, Albany, NY, 12201-2074 established for the receipt of vendor reimbursement requests. The Contractor will be required to establish and maintain a relationship with the U.S. Post Office in order to facilitate mail receipt. The Contractor must sweep the P.O. Box at least once per day.

ii) DOH Delivery and Pick-Up

The Contractor must provide courier service for pick-up and delivery from/to DOH Central Offices.

A courier schedule is to be developed during contract development phase. The schedule must consider the requirement that documents received in the P.O. Box or Central Offices must be available for same day processing.

t. Processing Center Requirements

The Contractor's deposit and processing location must allow for same day processing of mailed items and facilitate timely processing of food instruments.

The Contractor must have documented procedures and physical security controls which limit access to the Processing Center to only those employees with job functions that require access (e.g. computer operations, check and document handling, quality control, etc.).

u. Above-50-Percent Vendors

Implementation of USDA regulations regarding "above-50-percent" vendors may result in the need for the Contractor to perform ACH debits from some vendor accounts. ACH debit information will be provided to the Contractor in the Check Issuance file or by another method. The Contractor should be able to strip off the pertinent data required for the appropriate NACHA layout for processing via the ACH network.

3. Contractual Requirements

a. Duration of Bid Offer

The services and price offered in the proposal submission of all bidders shall remain in effect for 180 days from the date of submission.

b. Confidentiality

To the extent permitted by law, bidder's proposals will not be disclosed, except for

purposes of evaluation, prior to approval by the Office of the State Comptroller of the resulting contract. All material submitted becomes the property of the State and may be returned at the State's sole discretion. Submitted proposals may be reviewed and evaluated by any person designated by the State, other than one associated with a competing bidder. Selection or rejection of a proposal does not affect this right.

If a bidder believes that any information in its proposal constitutes a trade secret and wishes such information not to be disclosed pursuant to the New York State Freedom of Information Law (i.e., Article 6 of the Public Officers Law), the bidder should submit with its proposal a letter specifically identifying by page number, line or other appropriate designation, any information requested to be treated as a trade secret and explain in detail why such information should be so treated. Failure of a bidder to submit such a letter identifying trade secrets with its proposal shall constitute a waiver by the bidder of any rights it may have under Section 89 (Subdivision 5) of the Public Officers Law relating to the protection of trade secrets.

The successful bidder will be required to hold all information obtained through this contract as confidential information.

c. Contract Development

Upon tentative selection of a Contractor, DOH will enter into a contract development phase intended to produce a formal contract embracing the terms and conditions set forth in this RFP and the performance offered by the bid response. In the event that a successful contract is not developed, DOH may select a different bidder to perform the RFP services. Upon completion of contract development, both the bidder and DOH will sign the contract document. DOH will then submit the contract to the Attorney General's Office and the Office of State Comptroller for review and approval. The contract will go into effect upon the approval of the State Comptroller. New York State Division of the Budget approval may also be required prior to submission to the State Comptroller.

d. Contract Termination

Any contract awarded as the result of a proposal submitted pursuant to this request may be canceled or terminated without cause upon 30 day written notification at the sole option of DOH. Any such termination shall not result in a breach of contract, nor shall any penalty or damages on account of such cancellation or termination be payable. DOH shall not be liable for costs incurred as a result of the termination.

Should termination of the contract occur, the Contractor must continue to provide services during a transition to the service provider designated by DOH. The Contractor would be required to continue to provide services until a new contractor is selected. Payments for services during the transition period will remain at current levels. As part of this RFP, the bidder must include a detailed reversion plan to permit such transfer of services (See [Section D.I.a Part 7, page 30](#)).

DOH reserves the right to cancel the contract with cause if the Contractor fails to comply with any of the requirements of the contract. DOH shall notify the Contractor in writing of specific instances of non-compliance. In instances where the Contractor has been notified of non-compliance with the terms of the contract and has not taken immediate corrective action, DOH shall have the right upon written notice of immediate cancellation to negotiate with another bidder or take whatever steps it deems necessary in order to maintain a continuity of service. The Contractor shall be responsible for any costs incurred by DOH as a result of this cancellation.

e. Prime Contractor Responsibility

The selected bidder will be required to assume responsibility for all services offered in the proposal (See [Section C.2, page 13](#)), whether or not that bidder produces them. Any subcontracting or assignment must receive the prior written approval of DOH. Because the accurate assignment of responsibility for Contractor performance is of prime concern to DOH, the planned use of any and all subcontractors must be clearly explained in the proposal. Current employees of the State of New York and consultants for DOH may not participate as subcontractors of the award. The prime Contractor's subcontracts must meet the same standards, terms and conditions for procurement as imposed on the prime Contractor by this RFP. The following are considered by DOH to be subcontractors under the restrictions of this RFP:

- Suppliers of computer time or computer equipment not owned by the prime Contractor;
- Suppliers of operational services such as keypunching, report printing, miscellaneous clerical services not directly in the employment of the prime Contractor;
- Suppliers of computer software or computer operating systems not owned by the prime Contractor;
- Support personnel such as systems analysts or systems programmers not directly in the employment of the prime Contractor;
- Suppliers of check storage services; and
- Suppliers of check destruction services.

Failure to identify any such subcontractor in the Contractor's proposal shall be sufficient cause for disqualification of a proposal or cancellation of a contract.

Note: The Department of Health encourages the use of minority and women owned business enterprises. The bidder is encouraged to use and should identify any such enterprises where possible when proposing the use of subcontractors.

f. Acceptance Testing

Acceptance testing of the Contractor's system by the State will be required prior to implementation of the system. General acceptance testing criteria will be

established by DOH, and DOH will work with the selected Contractor to develop criteria for the testing of specific components prior to their acceptance. Payment under this contract will, in substantial part, be linked to successful completion of the acceptance testing.

D. PROPOSAL REQUIREMENTS

I. Response Format

The proposal response must include two separate proposals: a Technical Proposal and a Cost Proposal. The Technical Proposal and the Cost Proposal must be submitted in separate sealed envelopes/packages and placed in a third package. Bidders are to provide two (2) signed originals and ten (10) signed copies of their proposal.

All bidders should submit their proposals in the following format with the following headings. The proposals must include, at a minimum, the mandatory information requested below. Proposals that do not include all of the information contained in this section will not be considered. Bidders are advised to use the Bidders Response Checklist ([Attachment 11, page A-11](#)) to ensure that all required information is appropriately submitted. Proposals shall be direct, clear and concise.

Technical Proposal (2 originals and 10 copies in Sealed Envelope/Package #1)

Transmittal Letter

Table of Contents

Part 1 – Executive Summary

Part 2 – Demonstration of Corporate Ability to Perform

Part 3 – Conflict of Interest

Part 4 – Scope of Work: Description of Banking System Requirements

Part 5 – Implementation Plan

Part 6 – Disaster Plan

Part 7 – Reversion/Transfer Plan

Part 8 – Project Staff Resumes

Part 9 – Standard Contract/Bid Insert Form

Cost Proposal (2 originals and 10 copies in Sealed Envelope/Package #2)

Part 10 – Cost Proposal

a. **Technical Proposal Components**

(In a separate sealed envelope/package labeled “WIC Banking RFP Technical Proposal”)

All copies of the technical proposal should be submitted together, in a separate, sealed envelope/package.

Transmittal Letter

The transmittal letter is to include the following:

- The name of the organization submitting the proposal.
- The name and telephone number of a contact person.
- A reference to the proposal number and title “Request for Proposal for Banking Services for the New York State WIC Program.”
- A statement confirming that, in addition to the other RFP requirements, the bidder acknowledges that the Appendices listed in [Section F \(page 37\)](#), including this RFP and the bidders proposal, will be included in the contract.
- The signature of an individual legally authorized to bind the bidder to the proposal and to a contract.

Table of Contents

The proposal should contain a Table of Contents that includes the beginning page numbers for each section of the proposal.

Part 1 – Executive Summary

The Executive Summary should include a brief synopsis of major points contained within the technical proposal, including proposed procedures, operations and systems, company profile, relevant experience, etc.

Part 2 – Demonstration of Corporate Ability to Perform

The following items must be included in the response or the proposal will be rejected and not scored:

- A statement confirming that the bidder is a commercial bank and is designated by the Office of the State Comptroller as a depository bank.
- A statement confirming that the bidder commits to pledge collateral to secure the State's interests in a depository account in accordance with Sections 105 and 106 of the State Finance Law.
- Documentation proving National Automated Clearing House Association and Federal Reserve Direct Wire System memberships.

The response should also include:

- A description of the corporate skills and computer resources which contribute to the qualities necessary to perform the services solicited by this RFP.
- Copies of annual reports from the last two years certified by an independent accounting firm, including financial footnotes, unqualified auditor opinion, and a management report of the auditor's findings.
- A description of the three most comparable projects that the bidder has been involved in within the last five years. The description should not exceed one page per project. Governmental and non-governmental experience entailing high volume check processing of approximately 1,000,000 items per month or more will be considered.
- A description of the corporate structure of the bidder and all parent corporations and of any related corporations that will be involved in the performance of the RFP.
- A reference list of other independent businesses which have purchased services from the bidder similar to those solicited in this RFP. Include the name of a corporate contact, an address, a phone number, and a brief (one paragraph) description of the services provided to the business. DOH may visit or contact any or all of these references and/or perform a telephone interview.

Part 3 - Conflict of Interest

Bidders must address the issue of potential conflicts of interest which might create the opportunity for improper use of the information or resources provided in this or in any other contract with the State of New York. Failure to disclose an existing or potential conflict of interest in the bidder's proposal shall be sufficient cause for disqualification of a proposal or cancellation of a contract. If no conflict of interest exists, the bidder must attest to that in its response. If the bidder fails to provide a response to Part 3, the proposal will be rejected and not scored.

Each bidder must:

- Fully disclose all relationships that exist between it and all related or independent entities which might have any relationship with the New York State WIC Program.
- Provide a detailed explanation of its corporate structure and of its relationship to any other corporate entities within the same corporate family which have an existing relationship with the State of New York.
- Provide a detailed explanation of how any relationship that might create the appearance of possible opportunities for improper activities will be modified to guarantee that no improper activity can take place.

Part 4 – Description of Banking System Requirements

Bidders should include a detailed description of how the bidder proposes to handle each of the Banking System Requirements identified in [Section C.2 \(page 13\)](#) of this RFP. This part should be organized using the same numbering scheme and headings used in RFP [Section C.2](#) (i.e., C.2.a. Account Requirement, C.2.a.i. Account Structure and Maintenance, etc.)

The bidder should describe how each of the components of the system will be handled. The bidder should identify any and all subcontractors to be used to perform any of the requirements.

It will be the responsibility of the Banking Contractor to assure that information currently available in all banking services related reports remains available in an accurate and comprehensive form. (Descriptions of reporting requirements are found in [Section C.2.o, page 21](#)). A commitment to this effect must be included in the response to the RFP. Samples of statements and reports relative to the requirements of this RFP must be included in the bidder's proposal.

Part 5 – Implementation Plan

Bidders must include the detailed implementation plan for developing, initiating and operating this project within specified time limits.

- Planned contract effective date: **July 1, 2008**.
- Estimated date to begin processing test checks: **September 1, 2008** (Processing refers to providing the services described in [Section C.2.d, page 15](#) of this RFP.)

This plan will be subject to approval by DOH. The implementation plan must include:

- Identification of activities to be accomplished;
- Identification of the personnel needed and to be assigned to complete the

activities, specified by title and level;

- A charted schedule of events in sufficient detail to enable effective monitoring of the implementation, operation, and turnover of tasks; and
- Identification of appropriate deliverables for each task.

The plan should provide sufficient detail in the above areas to enable DOH to have confidence in the bidder's ability to implement the WIC payment services.

Progress reports to DOH will be required. These reports must include any significant events, progress on development, staffing levels, problems encountered, planned activities, meetings held and other information deemed necessary by DOH or the Contractor. A reporting schedule will be developed jointly by DOH and the Contractor.

Part 6 – Disaster Plan

Bidders must include a description of a fully redundant disaster recovery system that will be implemented as part of this contract. Included in the description should be an explanation of on-going periodic testing procedures for the system for the duration of the contract. Periodic testing is an essential element of this system to assure that the system will work in the event of an actual emergency.

The bidder must provide a detailed disaster recovery plan and conduct an annual test of the disaster recovery system to demonstrate its effectiveness. The disaster recovery system should permit the continued processing of WIC checks and the continued generation of necessary WIC reports during any loss of capability at the primary Contractor site. DOH may require observers at such testing.

The bidder's existing disaster recovery system may be satisfactory, provided the bidder can demonstrate that it comprehensively covers the areas of concern specified above.

The location of the disaster recovery site must be identified prior to program implementation completion, have been tested, and be operational by the date WIC check processing begins.

Part 7 – Reversion/Transfer Plan

Bidders must include a description of the procedures that would be followed in the event of termination or expiration of this contract to assure uninterrupted service without loss of any information or management data.

The term of this contract will be for three years with the possibility of two one-year extensions. At the end of that period, a competitive procurement process will be used to select a Contractor to provide banking services as required at that time. The contract will also contain clauses permitting cancellation with and without cause under various circumstances (See [Section C.3.d, page 24](#)). In the event that a

competitive procurement process or cancellation of the contract result in reversion of the banking services to DOH or the transfer to another organization, the successful bidder for this contract must be prepared to process all checks with issue dates prior to the effective date of termination of the agreement, regardless of presentment date.

A description of how such a transfer would be implemented must be included in the proposal.

Part 8 – Project Staff Resumes

Bidders must identify key corporate staff that will be responsible for managing this project. Provide concise resumes for all key individuals, focusing on the skills they will bring to the project and on their involvement in comparable projects, which are described in Part 2 - Corporate Ability to Perform.

Part 9 – Standard Contract Provisions

Bidders must affirm understanding of and agree to abide by the standard clauses, general specifications, provisions and directives stipulated in the RFP document, including any and all Appendices and Attachments, or the proposal will be rejected and not scored.

b. Cost Proposal Component

Part 10 – Cost Proposals (In a separate sealed envelope/package labeled “WIC Banking RFP Cost Proposal”)

As previously stated, bidders must submit a cost proposal separate from the technical proposal. All copies of the cost proposal should be submitted, together, in a separate, sealed envelope/package. The bidder must present cost information in the form set forth on the Cost Proposal Sheets, included as **Attachments 7A and 7B**. Bids not submitted in this manner cannot be evaluated and compared with other bidders and may therefore be ruled non-responsive to this RFP.

The cost proposal must include the following:

Cover Letter

The cover letter should include the following:

- A statement of the contract periods that the quoted prices are effective. As stated in **Section C.3.a (page 23)**, the price offered in the bid submission must remain in effect for 180 days from the date of submission.
- A statement acknowledging and referencing the earnings credit calculation described in **Attachment 3 (page A-3)**.

- The signature of an individual legally authorized to bind the bidder to the proposal and to a contract.

Completed Cost Proposal Sheets ([Attachments 7A and 7B](#)):

Cost Proposal

The State of New York will pay for the services requested in this Request for Proposal by either compensating balance or direct fee payments. Each bidder must prepare two bid sheets (as described below) one detailing the cost of the same services should the State elect to pay by direct and one detailing the cost of the same services should the State elect to pay by compensating balances. The State reserves the right to change the compensation method at any time during the contract term with appropriate notification to the Bank. The State reserves the right to determine the method to be used to compensate the bank for services. The method may include, but is not limited to, direct payment, compensating balance, or a combination of both. The method of compensation shall be that which is expected to provide the lowest cost of Services to the State, as determined solely by the State. The State agrees not to change the method of compensation at a frequency greater than once annually, except in extraordinary circumstances, as determined by the State. The State shall provide the bank with at least ninety (90) days written notice of such a change.

Depending upon the method of compensation chosen, the following procedures will be used to determine the compensation:

Payment by Direct Fee

If the State elects to pay by direct fee, the State may choose to either offset the fee payment with Earnings Credits (as hereinafter defined) or request Earnings Credits reimbursement from the Bank. All excess Earnings Credits on a monthly basis must be carried forward to offset future payments throughout the life of the contract. Earnings Credits are to be calculated using the following formula:

$$\text{Earnings Credits} = (\text{average available account balance}) \times (1 - \text{RR}) \times (\text{ECR}) \times \text{Time}$$

Where:

RR = Federal Reserve Bank Reserve Requirement percentage (currently 10%)

ECR = Earnings Credit Rate, the determination of which is described below.

Time = number of days in period/365

The Earnings Credit Rate is the monthly average investment yield on the three-

month Treasury Bill, as determined at the weekly auction and published in the New York Times. The Earnings Credit Rate shall be determined by the New York State Office of the State Comptroller and confirmed with the Bank.

Payment for services by direct fee should be billed by the bank to the (Agency) and will be paid in accordance with the voucher and audit procedures established by OSC.

Payment by Compensating Balance

If the State elects to pay by compensating balance, the value of the compensating balance shall be calculated using the same formula as shown above under "Payment by Direct Fee", provided, however, that the Earnings Credit Rate shall be determined based on an OSC computation which factors a three year average spread between the State's short term investment pool rate and the monthly average investment rate on the three-month Treasury Bill as determined at the weekly auction (currently 40 basis points) and published in the New York Times. The Earnings Credit Rate shall be determined by the Office of the State Comptroller and confirmed with the Bank. If payment is made via compensating balance, the Bank must provide a monthly bank account analysis electronically to OSC. This analysis must include the monthly volume and total costs associated with the Account. All excess Earnings Credits on a monthly basis must be carried forward to offset future payments throughout the life of the contract.

Please consider the above discussion of the Earnings Credit Rate in preparing the Schedules of Fees and Expenses.

1. The Bank must prepare **Attachment 7A** "Cost Proposal Sheet - Direct Fee" and **Attachment 7B** "Cost Proposal Sheet - Compensating Balances" detailing the cost of the service for both. The prices quoted will be in effect for the term of the contract (three years).
2. The volumes shown on **Attachment 18** "Program Statistics" will be used only to compare prices bid by banks responding to this RFP. Payments will be based on the actual monthly volumes and the bank will be reimbursed monthly for these services based on items processed for the preceding month.
3. The Bank must also state a maximum price increase in years four and five. Prior to any extension, negotiations will determine the actual increase in fees. The increase will be the lesser of the bid amount or the change in the Consumer Price Index-Urban Consumers for the previous calendar year. Costs for the renewal period will not be evaluated in the selection process.
4. Prices quoted must not include any FDIC fees. The State may elect to pay for FDIC fees as an add-on to this contract or include the fees in the overall existing relationship with the bank and pay for them by compensating balance.

5. All costs associated with the requirements of this RFP must be incorporated into the categories shown on **Attachment 18** “Program Statistics”. No other add on costs are permitted. The State may, by amendment to the contract, entertain changes in fees under the following circumstances:
- Billings for additional, enhanced or modified services requested by the State.
 - Other extraordinary cost increases which are beyond the control of the Bank.

Cost Proposal Sheets ([Attachments 7A](#) and [7B](#)): Operating and Development Costs

- Check Processing – quote a price per check. (Do not include the cost of services quoted individually below.)
- Select Review – quote a price per check
- Investigative Check Retrieval – quote a price per check
- Check Photocopy – quote a price per check
- Check Imaging – quote a price per check
- ACH Reimbursement Check Processing – quote a price per check
- ACH Reimbursement statements – quote a price per statement
- SFFI payment processing – quote price per SFFI
- Consultant Hourly Rate – The Cost Proposal must include an hourly rate for consultant services to be provided on an as needed basis, not to exceed 40 hours per week, 52 weeks per year. The hourly rate will not exceed \$125. These services will be used to assist the Department in fulfilling programming needs as they relate to the WIC program, WICSIS, and corresponding bank systems and services. This service may be provided via an approved subcontractor. Refer to [Section C.3.e.](#) of this RFP for additional information on the use of subcontractors. For purposes of the Cost Evaluation, the cost associated with a consultant will be calculated based on 173 hours per month.

Required Skillset

MANDATORY Requirements:

Minimum four (4) years experience, within the last eight (8) years, developing with PowerBuilder in enterprise-wide Application systems for large projects.

DESIRABLE Experience:

Experience performing tasks in enterprise-wide Windows Application Systems

for large projects with complex database(s) that meet one or more of the following criteria:

- 50+ Windows, 250+ Stored Procedures, or 200+ Tables for a minimum of 6 consecutive months during the last 4 years.
- Experience writing application code using PowerBuilder Enterprise v. 6.0 or later.
- Experience performing application analysis within a PowerBuilder client server environment.
- Experience writing Stored Procedures and Triggers.
- Experience designing database tables within a PowerBuilder client server environment.
- Development Costs – Development costs will not be paid by DOH. Development costs, if any, should be incorporated into the program operating costs.

Note: **Attachment 18** of this RFP contains statistics on current WIC Program operations that may be used to develop cost proposals.

If the quote for an item is zero, **enter \$0 – do not leave blank**.

2. Method of Award

At the discretion of the Department of Health, all bids may be rejected. There will be separate Technical and Financial Evaluation committees scoring the RFP's. Amalgamated scores from each committee will be forwarded to the Selection Committee for final review and award recommendation.

a. Evaluation Criteria

All bids must contain two separate proposals: a Technical Proposal (60 percent of total score) and a Cost Proposal (40 percent of total score). The Technical Proposal will be evaluated on three elements: Quality of the Proposal, Experience with Comparable Projects and Related Activities, and Financial Resources and Stability of the Bidder. The scores from the Technical Proposal and Cost Proposal will be used to produce a total score based on the assigned weights for each major section.

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

i) Technical Proposal

60% of Total Score

The Evaluation Committee will rate the Technical Proposals. All items not deemed Pass/Fail in each major response section will be rated on a scale from 0

to 4 points. The highest scoring bidder will receive 60 points, the maximum number of points available for the technical proposal. Other bidders will be awarded points proportionally based on the highest scoring technical proposal.

I. Quality of the Proposal

40% of Total Score

Includes:

- Part 1 – Executive Summary
- Part 4 – Scope of Work: Description of Banking System Requirements
- Part 5 – Implementation Plan
- Part 6 – Disaster Plan
- Part 7 – Reversion/Transfer Plan
- Part 9 – Standard Contract Provisions

The RFP Evaluation Committee will carefully review the following factors in evaluating the quality of the proposal:

- how well does it satisfy the requirements detailed in the RFP (including understanding the nature and magnitude of the project);
- the comprehensiveness of the banking system requirements, selection of alternatives, and the management of the project;
- the specific operations, procedures, systems, and support proposed.

2. Experience with Comparable Projects

10% of Total Score

Includes:

- Part 2 – Demonstration of Corporate Ability to Perform (The Annual Reports will be scored as part of [Section D.2.a.i\)3](#) - Financial Resources and Stability of the Bidder on [page 37](#))
- Part 8 – Project Staff Resumes

The RFP Evaluation Committee will review the following factors relative to bidder's experience:

- experience in developing, implementing, and operating comparable projects;
- Bidder's employees' experience. DOH expects the bidder to provide experienced, high-level staff, knowledgeable in the areas of work specified in this RFP. The bidder must assign sufficient staff resources

for the successful initiation and ongoing operation of the project.

The RFP Evaluation Committee may contact current corporate clients to determine their experience with the bidder. References should have had experience with comparable projects.

3. Financial Resources and Stability of the Bidder

10% of Total Score

Includes:

- Part 2 – Review of Annual Reports under Demonstration of Corporate Ability to Perform

The RFP Evaluation Committee will assess the bidder's financial ability to undertake a project of this size and scope. DOH reserves the right to call upon the bidder's past and present clients as a reference check. The bidder must provide sufficient information for DOH to determine that the bidder has the financial ability to undertake the project (i.e., certified annual reports from the past two years). The Contractor must also provide client references.

- Part 3 – Conflict of Interest

The bidder must demonstrate the absence of or identify any existing or potential conflicts of interest.

ii) Cost Proposal

40% of Total Score

The Evaluation Committee will evaluate costs based on estimated units of service for specific tasks (see [Attachment 18](#)). These tasks are included in the Cost Proposal Sheets ([Attachments 7A and 7B](#), pages [A-7A](#) and [A-7B](#)). The lowest bidder will receive 40 points, the maximum number of points available for the cost proposal. Other bidders will be awarded points proportionally based on the lowest bid.

I. Cost

The award will not necessarily be made to the bidder with the lowest cost proposal once technical scores are factored in.

In the event of a failure to agree to terms for a contract with the bidder initially selected by the Evaluation Committee, a different bidder will be considered. If the contract is not completed within 14 calendar days from the date of notification, the

Department of Health may discontinue discussions and select a different bidder.

The RFP selection period will not be considered ended until the completion of the contract development and approval process.

If DOH awards a contract relative to this RFP, it will be based upon the written bids received, without additional submissions from the bidder. Accordingly, a proposal should contain the most favorable terms from both a cost and technical standpoint which the bidder can submit. However, if clarification is needed on a proposal prior to scoring, the Evaluation Committee may, at its sole discretion, provide a bidder with an opportunity to submit a written explanation to members of the Evaluation Committee. It should be noted that information included in this correspondence will only be used to clarify information contained in the original written proposal, and will become part of the RFP record.

Proposals which are not fully responsive to the requirements of this RFP will be rejected.

E. ADMINISTRATIVE

I. Issuing Agency

This RFP is issued by the New York State Department of Health's Division of Nutrition. DOH is responsible for the requirements specified herein and for the evaluation of all proposals. This RFP is a solicitation to bid, not an offer of a contract.

The WIC Program is administered by the Bureau of Supplemental Food Programs within DOH's Division of Nutrition. [Attachment I \(page A-1\)](#) contains the Bureau's organizational chart.

The terms and conditions of the State's RFP supersede any conflicting terms and conditions submitted by the Contractor unless waived by the State or modified and mutually agreed to in writing.

2. Timetable of Events

<u>Event</u>	<u>Projected Date</u>
Issuance of Requests for Proposal	December 3, 2007
Notice of Intent to Bid Due	December 17, 2007
Due Date for Questions	December 20, 2007
Pre-Bid Conference	December 20, 2007
Responses to Written Questions and Questions Received at Bidders Conference	January 9, 2008
Proposal Due Date	January 25, 2008
Contract Term Begin Date System Development and Testing	July 1, 2008
Check Processing Begin Date	October 1, 2008

3. Inquiries

Any questions concerning this proposal should be directed in writing by **2:00 p.m., December 20, 2007** to:

Jo-Ann Tyler, Director
Food Delivery Systems Unit
Division of Nutrition
NYS Department of Health
150 Broadway, 6th Floor West
Albany, NY 12204-2719

As an alternative, questions may be submitted via electronic mail by **2:00 p.m., December 20, 2007**. Bidders choosing to submit questions via electronic mail should send their questions to the following e-mail address:

WICRFP@health.state.ny.us

Potential bidders are required to reference the RFP page and/or section to which a question pertains to. 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 **January 9, 2008**. Bidders wishing to receive a paper copy via mail of questions and answers must send a request, in writing, to DOH

at the address above.

4. Notice of Intent to Bid

Prospective bidders may notify DOH of their intention to bid by completing and submitting a Notice of Intent form (see [Attachment 2, page A-2](#)) by **December 17, 2007**. A Notice of Intent is not binding on either party, but will serve to alert DOH of a bidder's intention to submit a proposal in response to the RFP. Submission of a Notice of Intent will ensure that the potential bidder will receive all correspondence and information distributed by DOH on this RFP, including any addenda, responses to questions, and a summary of the bidders' conference.

One original signed Notice of Intent and two (2) copies should be submitted to:

Timothy Mooney, Director
Bureau of Supplemental Food Programs
Division of Nutrition
NYS Department of Health
150 Broadway, 6th Floor West
Albany, NY 12204-2719

5. Pre-Bid Conference

A bidders' conference has been scheduled for **December 20, 2007**, from 1:00 p.m. to 4:00 p.m., in the **WIC Training Center** located at **8 Executive Park Drive, Albany, NY 12203**. Attendance at the bidders' conference is limited to four people from each bidder and a reservation must be made at least 3 days in advance of the conference by calling Lisa DeCrescenzo at (518) 402-7093.

The purpose of this conference is to provide information concerning the RFP requirements which may be helpful in the preparation of proposals and to answer questions regarding the RFP. **It is requested that any questions be forwarded to the Bureau of Supplemental Food Programs at least seven (7) days prior to the meeting to ensure sufficient analysis can be performed to provide a comprehensive and complete answer.** Each question must be clearly identified with the RFP name "Banking Services for the New York State WIC Program" and must cite the particular RFP section and paragraph to which it refers. Any answers to submitted questions provided verbally at the bidders' conference will be presented without identifying the questioner.

It is not mandatory for prospective bidders to attend the conference, but it is highly recommended. The bidders' conference is for information only. Answers furnished during the conference should not be considered official until verified in writing. Written responses to significant questions raised during the bidders' conference, and any important clarifications and/or changes, and a conference attendance roster, will be sent within 10 days after the conference to those bidders submitting a Notice of Intent.

6. Addenda to the RFP

In the event it becomes necessary to revise any part of this RFP, an addendum will be provided to prospective bidders via mail (hard copy or e-mail) and will be posted on the DOH website. Acknowledgement of the receipt of all amendments/revisions will be required accompanying any proposal submitted.

7. Submission of Proposals

Proposals shall be prepared in accordance with the requirements stated in this RFP. All documentation requested under the Response Format section ([Section D.1, page 26](#)) must be provided at the time the proposal is submitted. As stated in [Section D.1](#), the Technical Proposal and the Cost Proposal must be sealed and labeled in separate envelopes/packages and enclosed in a third package.

Interested organizations should submit two (2) original and ten (10) signed copies of their proposal not later than **5:00 p.m., January 25, 2008** to the following address:

Timothy Mooney, Director
Bureau of Supplemental Food Programs
Division of Nutrition
NYS Department of Health
150 Broadway, 6th Floor West
Albany, NY 12204-2719

The outside cover of the sealed package should be clearly marked:

"Banking Services for the New York State WIC Program"

(Bidder's Name)

Bid Number 0707020130

It is the bidders' responsibility to ensure that proposals are delivered on time. Bidders mailing their proposals or using a commercial delivery service shall allow sufficient time for delivery by the date specified. Proposals received after 5:00 p.m. on the specified date will not be considered.

Proposal packages received prior to 5:00 p.m. on January 25, 2008 will be opened on January 28, 2008 in the offices of the Division of Nutrition (Riverview Center, 150 Broadway 6th Floor West, Albany, NY 12204-2719). There will be no public bid opening. Proposals will not be available for bidders to review until after the award of the contract. Sealed cost proposals will be kept in a locked file and only opened if the bidder's technical proposal passes review. At least three State representatives will witness the technical and cost proposal bid openings.

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

- The responsible corporate officer for contract discussions must be listed. This document must be signed by the responsible corporate officer.
 - All evidence and documentation requested under [Section D](#), Proposal Requirements must be provided at the time the proposal is submitted.
8. The Department of Health reserves the right to
- Reject any or all proposals received in response to this RFP.
 - Waive or modify minor irregularities in proposals received after prior notification to the bidder.
 - Adjust or correct cost or cost figures with the concurrence of bidder if errors exist and can be documented to the satisfaction of DOH and the State Comptroller.
 - Negotiate with vendors responding to this RFP within the requirements to serve the best interests of the State.
 - Eliminate mandatory requirements unmet by all offerers.
 - If the Department of Health is unsuccessful in securing a contract with the selected vendor within 14 days, the Department of Health may begin contract negotiations with the next qualified vendor(s) in order to serve and realize the best interests of the State.

9. Payment

If awarded a contract, the Contractor shall submit invoices within 45 days after the related month of service ends to the State's designated payment office:

Banking Services Contract Manager
 Bureau of Supplemental Food Programs
 Division of Nutrition
 NYS Department of Health
 150 Broadway, 6th Floor West
 Albany, NY 12204-2719

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

Payment under this contract will be made on a monthly basis and will be based on the performance of specific tasks (see [Section C.2, page 13](#)). Payment will be based on various performance standards such as number of checks processed. Within the parameters of this RFP, specific tasks and performance standards will be identified during the contract development period.

Payment will be made upon the successful performance of each task and upon submission of an itemized standard State Voucher. Payment may be withheld by DOH in the event of late or unsatisfactory performance. In the case where a subcontractor is used to provide services, documentation of payment of the subcontractor must also

be submitted prior to payment of the voucher for such services.

10. Term of Contract

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

The proposed contract start date is **July 1, 2008**. The contract term will be for an initial period of three years. The contract may be extended for up to two one-year extensions, at the sole discretion of DOH, for a maximum contract period of five years.

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

11. Debriefing

Once an award has been made, bidders may request a debriefing of their proposal. Please note the debriefing will be limited only to the strengths and weaknesses of the bidder's proposal, and will not include any discussion of other proposals. Any debriefing request must occur within 3 months of the award.

12. Vendor Responsibility Questionnaire

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors are invited to file the required Vendor Responsibility Questionnaire on-line via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep system on-line at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of Health or the Office of the State Comptroller for a copy of the paper form. Bidders must also complete and submit the Vendor Responsibility Attestation, **Attachment 14, page A-14**.

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 Forms ST-220CA

and ST-220TD.

The successful bidder must agree to evidence vendor responsibility substantially similar to, or superior to, its status at bid submission at contract commencement as a material condition of the same. The bidder further agrees to notify DOH promptly of any material change in vendor responsibility or of a change in ownership. Additionally, the bidder acknowledges that a review of vendor responsibility shall be undertaken annually upon the anniversary date of term commencement and prior to any renewal hereunder.

13. Lobbying Statute

Chapter I 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 offerers with respect to determinations of non-responsibility and debarment;
- g. expands the definition of lobbying to include attempts to influence gubernatorial or local Executive Orders, Tribal–State Agreements, and procurement contracts;
- h. modifies the governance of the 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 I-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 §I-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 I-A of the Legislative Law (see Legislative Law §I-t (c) and §I-d). Accordingly, questions regarding the registration and operation of the Lobbying Act should be directed to the Lobbying Commission.

14. 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.

15. 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/>

16. New York State Tax Law Section 5-a

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

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

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

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

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 (attached)
- APPENDIX B - Request for Proposal
- APPENDIX C - Proposal
The successful bidder's proposal, including the Bid Form and all proposal requirements.
- APPENDIX D - General Specifications (attached)
- APPENDIX EI - Workers Compensation Documentation
 - 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-I**:
 - **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
 - **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.

- APPENDIX E2 - Disability Benefits Coverage Documentation
- 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
 - **DB-120.1** – Certificate of Disability Benefits Insurance; OR
 - **DB-155** – Certificate of Disability Benefits Self-Insurance

G. ATTACHMENTS

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- ATTACHMENT 14 - N.Y.S. Office of the State Comptroller Vendor Responsibility Attestation
- ATTACHMENT 15 - Bid Form
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APPENDIX A

Standard Clauses for All New State Contracts

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

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19. **MacBride Fair Employment Principles**
20. **Omnibus Procurement Act of 1992**
21. **Reciprocity and Sanctions Provisions**
22. **Purchases of Apparel**

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 set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

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

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

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

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

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

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

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

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

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt

of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

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

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

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

Information on the availability of New York State subcontractors and suppliers is available from:

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

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

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

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

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

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

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

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

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

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

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APPENDIX B

Request for Proposal

APPENDIX C

Proposal

APPENDIX D

General Specifications

APPENDIX D
GENERAL SPECIFICATIONS

- A. By signing the "Bid Form" each bidder attests to its express authority to sign on behalf of this company or other entity and acknowledges and accepts that:
- All specifications, general and specific appendices, including Appendix-A, the Standard Clauses for all New York State contracts, and all schedules and forms contained herein will become part of any contract entered, resulting from the Request for Proposal. Anything which is not expressly set forth in the specification, appendices and forms and resultant contract, but which is reasonable to be implied, shall be furnished and provided in the same manner as if specifically expressed.
- B. The work shall be commenced and shall be actually undertaken within such time as the Department of Health may direct by notice, whether by mail, telegram, or other writing, whereupon the undersigned will give continuous attention to the work as directed, to the end and with the intent that the work shall be completed within such reasonable time or times, as the case may be, as the Department may prescribe.
- C. The Department reserves the right to stop the work covered by this proposal and the contract at any time that the Department deems the successful bidder to be unable or incapable of performing the work to the satisfaction of the Department and in the event of such cessation of work, the Department shall have the right to arrange for the completion of the work in such manner as the Department may deem advisable and if the cost thereof exceeds the amount of the bid, the successful bidder and its surety be liable to the State of New York for any excess cost on account thereof.
- D. Each bidder is under an affirmative duty to be informed by personal examination of the specifications and location of the proposed work and by such other means as it may select, of character, quality, and extent of work to be performed and the conditions under which the contract is to be executed.
- E. The Department of Health will make no allowances or concession to a bidder for any alleged misunderstanding or deception because of quantity, quality, character, location or other conditions.
- F. The bid price is to cover the cost of furnishing all of the said services, materials, equipment, and labor to the satisfaction of the Department of Health and the performance of all work set forth in said specifications.
- G. The successful bidder will be required to complete the entire work, or any part thereof as the case may be, to the satisfaction of the Department of

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

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

I. Non-Collusive Bidding

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

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

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

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

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

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

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

2. If this RFP results in procurement of software over \$20,000, or of other technology over \$50,000, or where the department determines that the potential exists for coordinating purchases among State agencies and/or the purchase may be of interest to one or more other State agencies, PRIOR TO AWARD SELECTION, this RFP and all responses thereto are subject to review by the New York State Office for Technology.
3. Any contract entered into pursuant to an award of this RFP shall contain a provision which extends the terms and conditions of such contract to any other State agency in New York. Incorporation of this RFP into the resulting contract also incorporates this provision in the contract.
4. The responses to this RFP must include a solution to effectively handle the turn of the century issues related to the change from the year 1999 to 2000.

N. YEAR 2000 WARRANTY

1. Definitions

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

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

2. Warranty Disclosure

At the time of bid, Product order or Product quote, Vendor is required to disclose the following information in writing to Authorized User:

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

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

3. Warranty Statement

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

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

In the event of any breach of this warranty, Vendor shall restore the Product to the same level of performance as warranted herein, or repair or replace the Product with conforming Product so as to minimize interruption to Authorized User's ongoing business processes, time being of the essence, at Vendor's sole cost and

expense. This warranty does not extend to correction of Authorized User's errors in data entry or data conversion.

This warranty shall survive beyond termination or expiration of the Agreement.

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

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

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

T. Provisions Upon Default

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

U. Termination Provision

Upon termination of this agreement, the following shall occur:

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

V. Conflicts

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

W. MINORITY AND WOMEN OWNED BUSINESS POLICY STATEMENT

The New York State Department of Health recognizes the need to take

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

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

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

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

X. Contract Insurance Requirements

1. The successful bidder must without expense to the State procure and maintain, until final acceptance by the Department of Health of the work covered by this proposal and the contract, insurance of the kinds and in the amounts hereinafter provided, in insurance companies authorized to do such business in the State of New York covering all operations under this proposal and the contract, whether performed by it or by subcontractors. Before commencing the work, the successful bidder shall furnish to the Department of Health a certificate or certificates, in a form satisfactory to the Department, showing that it has complied with the requirements of this section, which certificate or certificates shall state that the policies shall not be changed or canceled until thirty days written notice has been given to the Department. The kinds and amounts of required insurance are:
 - a. A policy covering the obligations of the successful bidder in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Workers' Compensation Law, and the

contract shall be void and of no effect unless the successful bidder procures such policy and maintains it until acceptance of the work (reference Appendix E).

- b. Policies of Bodily Injury Liability and Property Damage Liability Insurance of the types hereinafter specified, each within limits of not less than \$500,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one person in any one occurrence, and subject to that limit for that person, not less than \$1,000,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by two or more persons in any one occurrence, and not less than \$500,000 for damages arising out of damage to or destruction of property during any single occurrence and not less than \$1,000,000 aggregate for damages arising out of damage to or destruction of property during the policy period.
 - i. Contractor's Liability Insurance issued to and covering the liability of the successful bidder with respect to all work performed by it under this proposal and the contract.
 - ii. Protective Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.
 - iii. Automobile Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.

Y. Certification Regarding Debarment and Suspension

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

benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

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

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

Instructions for Certification

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered 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 Non-procurement Programs.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
 - a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily exclude from participation in this transaction by any Federal department agency.
 - b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Z. Confidentiality Clauses

1. Any materials, articles, papers, etc., developed by the CONTRACTOR under or in the course of performing this AGREEMENT shall contain the following, or similar acknowledgment: "Funded by the New York State Department of Health". Any such materials must be reviewed and approved by the STATE for conformity with the policies and guidelines for the New York State Department of Health prior to dissemination and/or publication. It is agreed that such review will be conducted in an expeditious manner. Should the review result in any unresolved disagreements regarding content, the CONTRACTOR shall be free to publish in scholarly journals along with a disclaimer that the views within the Article or the policies reflected are not necessarily those of the New York State Department of Health. The Department reserves the right to disallow funding for any educational materials not approved through its review process.
2. Any publishable or otherwise reproducible material developed under or in the course of performing this AGREEMENT, dealing with any aspect of performance under this AGREEMENT, or of the results and accomplishments attained in such performance, shall be the sole and exclusive property of the STATE, and shall not be published or otherwise disseminated by the CONTRACTOR to any other party unless prior written approval is secured from the STATE or under circumstances as indicated in paragraph 1 above. Any and all net proceeds obtained by the CONTRACTOR resulting from any such publication shall belong to and be paid over to the STATE. The STATE shall have a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any such material for governmental purposes.

3. No report, document or other data produced in whole or in part with the funds provided under this AGREEMENT may be copyrighted by the CONTRACTOR or any of its employees, nor shall any notice of copyright be registered by the CONTRACTOR or any of its employees in connection with any report, document or other data developed pursuant to this AGREEMENT.
4. All reports, data sheets, documents, etc. generated under this contract shall be the sole and exclusive property of the Department of Health. Upon completion or termination of this AGREEMENT the CONTRACTOR shall deliver to the Department of Health upon its demand all copies of materials relating to or pertaining to this AGREEMENT. The CONTRACTOR shall have no right to disclose or use any of such material and documentation for any purpose whatsoever, without the prior written approval of the Department of Health or its authorized agents.
5. The CONTRACTOR, its officers, agents and employees and subcontractors shall treat all information, which is obtained by it through its performance under this AGREEMENT, as confidential information to the extent required by the laws and regulations of the United States and laws and regulations of the State of New York.
6. All subcontracts shall contain provisions specifying:
 - a. that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, and
 - b. that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the AGREEMENT between the STATE and the CONTRACTOR.

AA. Provision Related to Consultant Disclosure Legislation

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

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

BB. Provisions Related to New York State Procurement Lobbying Law

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

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

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

APPENDIX EI

Workers Compensation Documentation

APPENDIX E2

Disability Benefits Coverage Documentation

LIST OF ATTACHMENTS

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ATTACHMENT I

Organizational Chart

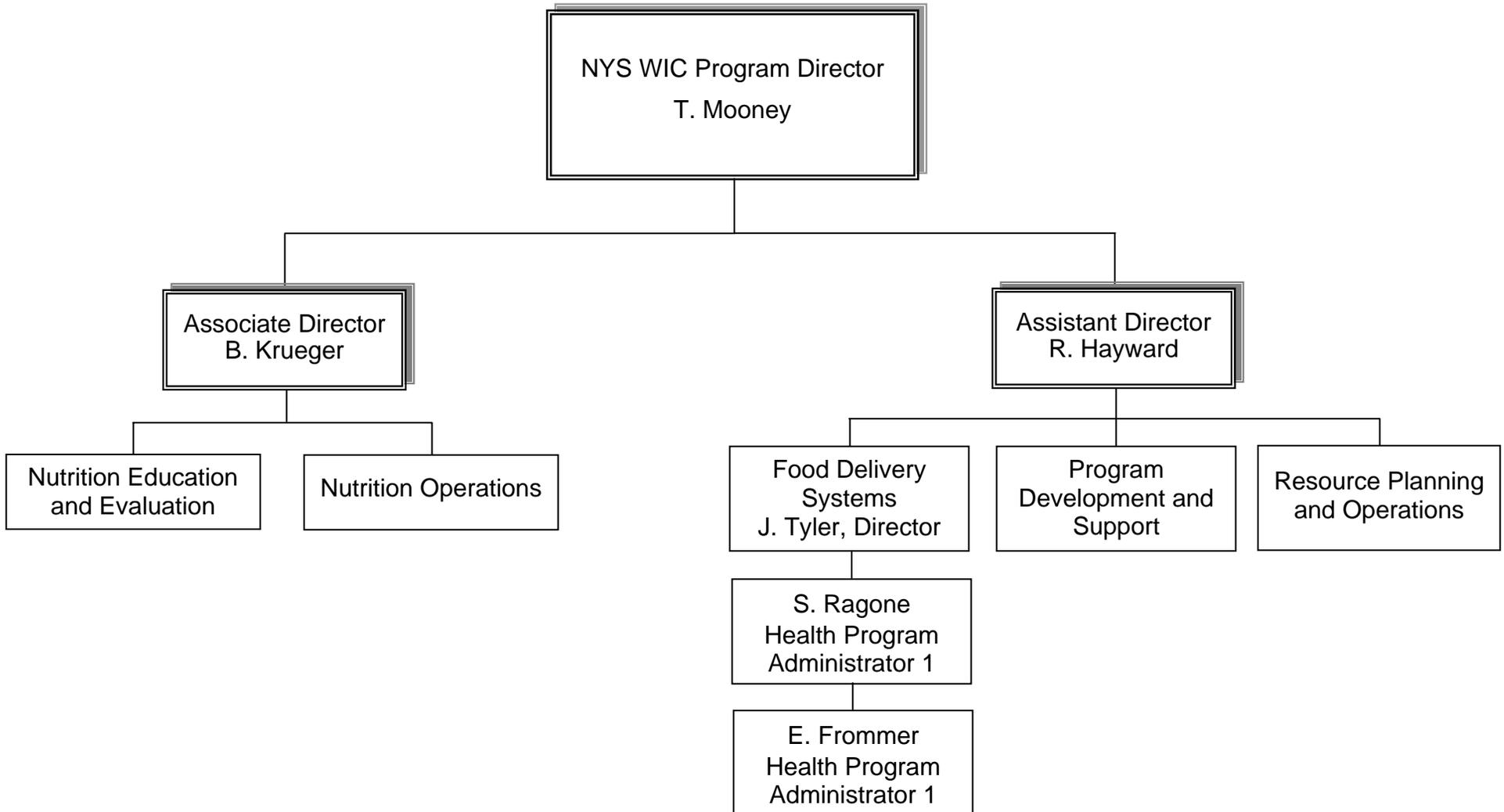
Attachment I – Organizational Chart

Division of Nutrition – Bureau of Supplemental Food Programs

Bureau of Supplemental Food Programs

11/27/2007

Names and Positions



ATTACHMENT 2

Notice of Intent

ATTACHMENT 2

NOTICE OF INTENT TO DEVELOP A PROPOSAL IN RESPONSE TO RFP

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

This Notice should be returned to:

Timothy Mooney, Director
Bureau of Supplemental Food Programs
NYS Department of Health
150 Broadway, 6th Floor West
Albany, NY 12204-2719
FAX Number: (518) 402-7348
Phone Number: (518) 402-7093

PROSPECTIVE BIDDER'S INFORMATION

Organization Name:

Organization Address:

Street/PO Box _____

City _____ State _____ Zip Code _____

Telephone (____) _____ FAX (____) _____

E-Mail Address _____

Authorized Signature _____

Print Name _____

Date _____

ATTACHMENT 3

Earnings Credit

ATTACHMENT 3

EARNINGS CREDIT

The Contractor will be required to calculate interest on the average daily available balance contained in the account. The interest amount must be calculated using the following formula:

$$\text{Earnings Credits} = (\text{average available account balance}) \times (1 - \text{RR}) \times (\text{ECR}) \times \text{Time}$$

Where:

RR = Federal Reserve Bank Reserve Requirement percentage (currently 10%)

ECR = Earnings Credit Rate, the determination of which is described below.

Time = number of days in period/365

The Earnings Credit Rate is the monthly average investment yield on the three-month Treasury Bill, as determined at the weekly auction and published in the New York Times. The Earnings Credit Rate shall be determined by the New York State Office of the State Comptroller and confirmed with the Bank.

The interest must be calculated by the Contractor each month and applied as a credit to the monthly vouchers. The calculation must be indicated on the voucher.

ATTACHMENT 4

Sample WIC Check

ATTACHMENT 4

SAMPLE WIC CHECK

STATE OF NEW YORK
DEPARTMENT OF HEALTH
WIC PROGRAM

PARTICIPANT 99900999 - Test Check Prtcp, Test Check
AGENCY WICSIS Agency With 1 Temp

NOT GOOD BEFORE	NOT GOOD AFTER
09/22/2003	10/21/2003

FOR THESE ITEMS ONLY - REFER TO WIC ACCEPTABLE FOOD CARD
 2 Gallons Fluid Nonfat or Low Fat Milk TEST
 2 Cans WIC Juice TEST

VOID

PAY TO:
 NYS

 WIC **00000**

CHECK NOT VALID UNLESS STAMPED
 ABOVE BY NYS AUTHORIZED WIC
 VENDOR AND DEPOSITED BY 10/22/2003

999000999 3

NOT TO EXCEED	
12.78	
PAY EXACTLY	
DOLLARS	CENTS

KeyBank, Albany, NY 29-70 06213
 213

THE BACK OF THIS CHECK CONTAINS A SECURITY MARK.
 DO NOT ACCEPT WITHOUT HOLDING AT AN ANGLE TO VERIFY SECURITY MARK.
 IMPROPER USE OF THIS CHECK IS SUBJECT TO STATE AND FEDERAL PROSECUTION.

X SIGNATURE OF PARTICIPANT AT REDEMPTION MUST MATCH SIGNATURE ON WIC I.D. CARD.
 NOT NEGOTIABLE UNLESS SIGNED.

⑈9990009993⑈ ⑆021300705⑆ 710 00 399 9⑈

ATTACHMENT 5A

Check Issuance File Layout

ATTACHMENT 5A

CHECK ISSUANCE FILE LAYOUT

Food Instrument #	WIC Account #	Food Instrument Valid Begin Date	Food Instrument Valid End Date	Food Instrument Not to Exceed Amount	Food Instrument Status Code	Formula Indicator Flag	Compliance Buy Flag	Reimb Flag	Reimb Amount
0001234567	710003999	03022000	04012000	0000000886	I	0	0	0	000000000000
0007654321	710003999	04012000	04302000	0000002465	V	1	0	0	000000000000

KEY

Name	Length	Notes
Food Instrument #	10	Valid Check Numbers
WIC Account #	9	WIC Bank Account Number
Food Instrument Valid Begin Date	8	This is the Issue Date. It is the check's "Not Good Before" date. Checks presented prior to this date will reject as "post dated". Checks presented more than 65 days after this date will reject as "stale dated".
Food Instrument Valid End Date	8	The check's "Not Good After" date.
Food Instrument Not to Exceed Amount	12	Check cannot be paid above this maximum amount.
Food Instrument Status Code	1	I for Issued, V for Void, O for Stop Payment, J for Rejected or S for Stale Dated.
Formula Indicator Flag	1	0 = non-formula check, 1 = formula check.
Compliance Buy Flag	1	All compliance buy checks are paid.
Reimbursement Flag	1	0 = the check status code is I (Issued), 2 = the check status code is J (Rejected). A reimbursement code of 2 indicates that a reimbursement amount has been provided (as requested by the WIC bank). The reimbursement code should never be equal to 1. The WIC bank sends a reimbursement code of 1 to WICSIS (through the Paid/Not Paid file) to request a reimbursement amount. A reimbursement code of 0 means no reimbursement amount has been requested or provided.
Reimbursement Amount	12	The reimbursement amount (for check that has been flagged for reimbursement).

ATTACHMENT 5B

Vendor File Layout

ATTACHMENT 5B
VENDOR FILE LAYOUT

Element Label	Data Type	Start Position	Length	Notes
Transaction Type	Char	1	1	Add, Update, Cancel, Reinstate
Vendor Number	Numeric	2	6	Vendor Number (stamped on checks)
Vendor Owner ID	Numeric	8	6	ID for Organization/Individuals who own the store
Food Stamp ID	Numeric	14	7	Required for grocery stores
Vendor Name	Char	21	30	Trade Name for the store
Vendor Address Line 1	Char	51	30	Bank Statement mailing address
Vendor Address Line 2	Char	81	30	Bank Statement mailing address
Vendor City	Char	111	25	Bank Statement mailing address
Vendor State	Char	136	2	Bank Statement mailing address
Vendor Zip	Numeric	138	9	Bank Statement zip (5 + 4)
Vendor Type	Char	147	1	Type is Grocery or Pharmacy.
Bank of Deposit Router Transit Number	Numeric	148	9	Bank of Deposit Router Transit Number
Bank of Deposit Account Number	Char	157	17	Bank of Deposit Account Number (receives deposits of WIC checks)
Bank of Deposit Name	Char	174	28	Bank where vendor deposits WIC checks
Bank of Reimbursement Router Transit Number	Numeric	202	9	Bank of Reimbursement Router Transit Number
Bank of Reimbursement Account Number	Char	211	17	Bank of Reimbursement Account Number
Bank of Reimbursement Name	Char	228	28	Bank receiving electronic reimbursement of exception checks
Filler	Char	256	15	Filler

ATTACHMENT 5C

Paid/Not Paid File Layout

ATTACHMENT 5C

PAID/NOT PAID FILE LAYOUT

Check #	Date Presented	Presented Amount	Paid Amount	VendID	FSPID	Present Code	DOS #	Initial Present Date	Initial Present Code	Last Present Date	Last Present Code	Present Number	Reimburse FG	Bank Account	Filler (26 spaces)
0000190003	01302000	000000002380	000000002380	011148	0010024	50	123456789	01302000	50	01302000	50	1	0	710003999	
0000029263	01302000	000000002380	000000000000	011148	0010024	08	123456789	01302000	08	01302000	08	1	1	710003999	
TOTAL 000000002															

Last line has total records and is 9 positions

KEY

NAME	LENGTH	NOTES
Check #	10	Valid Check Number
Date Presented	8	Date of Presentment
Presented Amount	12	Dollar Amount of Presented Check
Paid Amount	12	Dollar Amount Paid
VendID	6	Vendor Number
FSPID	7	Food Stamp Number
Presentment Code	2	Presentment Code (see list). Reflects status of item (paid, rejected, etc.)
DOS #	9	Internal tracking number used by bank contractor
Initial Presentment Date	8	Date of Initial Presentment
Initial Presentment Code	2	Presentment Code at Initial Presentment
Last Presentment Date	8	Date of Last Presentment (may be the same as Initial Presentment)
Last Present Code	2	Presentment Code at the Last Presentment
Presentment Number	3	Number of times a check has been presented for payment (no more than 2 are allowed)
Reimbursement Flag	1	Reimbursement Flag: "1" = bank flags check to request a reimbursement amount
Bank Account	12	WIC Bank Account Information
Filler	23	Blank Space

The "Presented Amount" is the amount requested by the vendor. In most cases, checks meet all edits and the "Paid Amount" equals the "Presented Amount". If the "Presented Amount" is greater than the "Not To Exceed" amount the check will be rejected. The "Not To Exceed" amount is the value provided in the Issuance File as the maximum payment value allowed for a check. If the vendor submits the rejected check for reimbursement, the contractor will flag the item for reimbursement. In a subsequent Issuance File, the State will provide the reimbursement payment amount. In those cases, the "Paid Amount" will be less than the "Presented Amount".

ATTACHMENT 5D

Paid/Not Paid File Presentment Codes

ATTACHMENT 5D

PRESENTMENT CODES			
Code	Description	Code	Description
01	Missing Vendor Stamp	20	Second Presentment Stopped
02	Invalid Vendor Stamp/Number	21	Duplicate Presentment
03	Counterfeit Stamp	22	Invalid Serial Check Digit
04	Illegible Vendor Number	24	Post/Future Date
05	Missing Signature	25	Vendor # Not on File
06	Other Alteration	26	Canceled Vendor
07	Stale/Expired Date	27	Void/Unauthorized Voucher
08	Exceeds Authorized Amount	29	Unauthorized Deposit Ban/Acct
09	Price in Pencil	30	Original Check Can't be Located
10	Altered Amount	31	2nd Presentment Not Permitted
11	Missing Price	32	Non-WIC Item
12	Illegible Price	50	Paid Food Instrument
13	Unauthorized Package	81	Reimbursement Food Instruments
14	Altered Signature	82	Reimbursement Zero Repay Instruments
15	Altered Date	85	Deletion from Previous Paid Instruments
17	Missing Issue Date	89	Vendor Update
18	No Match to Master File	91	Aged Food Instruments
19	Original Stopped		

ATTACHMENT 6A

Check Rejection Criteria

ATTACHMENT 6A

CHECK REJECTION CRITERIA	
CODE	DESCRIPTION
1	Missing vendor stamp
2	Invalid vendor stamp or number
3	Counterfeit stamp
4	Illegible vendor number
5	No signature
6	Other Alteration
7	Stale/expired date (65 days past the Not Good Before date)
8	Exceeds authorized maximum amount
9	Price in pencil
10	Altered amount
11	Missing price
12	Illegible price
13	Unauthorized Food Package
14	Altered signature
15	Altered Date
17	Missing issue date
18	No match to master file
19	Original stopped
20	Second presentment stopped
21	Duplicate check
22	Invalid serial check digit
24	Post/future date
25	Vendor number not on vendor file
26	Canceled vendor number
27	Void
29	Unauthorized Depositing Bank Account (select review only)
30	Original check cannot be located
31	Second presented not permitted
32	Non-WIC item

ATTACHMENT 6B

Check Rejection Codes By Priority

Attachment 6B

CHECK REJECTION CODES BY PRIORITY		
PRIORITY	CODE	DESCRIPTION
1	27	VOID
2	26	CANCELED VENDOR NUMBER
3	19	ORIGINAL STOPPED (STOP PAYMENT)
4	02	INVALID VENDOR STAMP/NUMBER
5	24	POST/FUTURE DATE
6	07	STALE / EXPIRED DATE
7	08	EXCEEDS AUTHORIZED MAXIMUM AMOUNT
8	14	ALTERED SIGNATURE
9	13	UNAUTHORIZED FOOD PACKAGE
10	31	ADDITIONAL PRESENTMENT NOT PERMITTED
11	10	ALTERED PRICE
12	05	NO SIGNATURE
13	15	ALTERED DATE
14	11	MISSING PRICE
15	12	ILLEGIBLE PRICE
16	03	COUNTERFIET VENDOR STAMP/NUMBER
17	06	OTHER ALTERATION
18	17	MISSING ISSUE DATE
19	20	2ND PRESENTMENT STOPPED
20	22	INVALID SERIAL CHECK DIGIT
21	25	VENDOR NUMBER NOT ON VENDOR FILE
22	30	ORIGINAL CHECK COULD NOT BE LOCATED
23	32	NON-WIC ITEM
24	21	DUPLICATE CHECK NUMBER
25	04	ILLEGIBLE VENDOR STAMP/NUMBER
26	18	NO MATCH TO MASTERFILE
27	01	MISSING VENDOR STAMP

ATTACHMENT 7A

Cost Proposal Sheet - Direct Fee: Operating Costs

ATTACHMENT 7A

COST PROPOSAL SHEET – DIRECT FEE

OPERATING COSTS

Tasks	Unit of Service	Cost Per Unit of Service		
		Program Years		
		Years 1 - 3	Year 4*	Year 5*
Check Processing	per check			
Select Review	per check			
Investigative Check Retrieval	per check			
Check Photocopy	per check			
Check Imaging	per check			
ACH Reimbursement	per check			
ACH Reimbursement Statement	per statement			
Special Formula Food Instrument payment	per SFFI			
Consultant Services	per hour			

All proposed fees must be guaranteed for the first three years of the base term.

*Approved prices for years 4 and 5 will be the lesser of the bid amount or the adjusted fees based on the change in the Consumer Price Index-Urban Consumers using the methodology detailed in RFP Section D.1.b. Part 10.

ATTACHMENT 7B

Cost Proposal Sheet – Compensating Balance: Operating Costs

ATTACHMENT 7B

COST PROPOSAL SHEET – COMPENSATING BALANCE

OPERATING COSTS

Tasks	Unit of Service	Cost Per Unit of Service		
		Program Years		
		Years 1 - 3	Year 4*	Year 5*
Check Processing	per check			
Select Review	per check			
Investigative Check Retrieval	per check			
Check Photocopy	per check			
Check Imaging	per check			
ACH Reimbursement	per check			
ACH Reimbursement Statement	per statement			
Special Formula Food Instrument payment	per SFFI			
Consultant Services	per hour			

All proposed fees must be guaranteed for the first three years of the base term.

*Approved prices for years 4 and 5 will be the lesser of the bid amount or the adjusted fees based on the change in the Consumer Price Index-Urban Consumers using the methodology detailed in RFP Section D.1.b. Part 10.

ATTACHMENT 8

Computing Environment

ATTACHMENT 8

COMPUTING ENVIRONMENT

DEPARTMENT OF HEALTH, DIVISION OF NUTRITION (DON)

Computer Configuration

All computer software proposed must be compatible with the DOH DON computer environment, as described below:

Data Base Servers

2 - IBM 440X clustered with 8 processors, 8GB RAM, 3.6TB SAN, running Windows 2003 Server Enterprise Edition and Sybase Adaptive Server Enterprise 12.1.

Backup

2 – IBM x360 running Windows Server 2003 and Tivoli Storage Manager 5.3

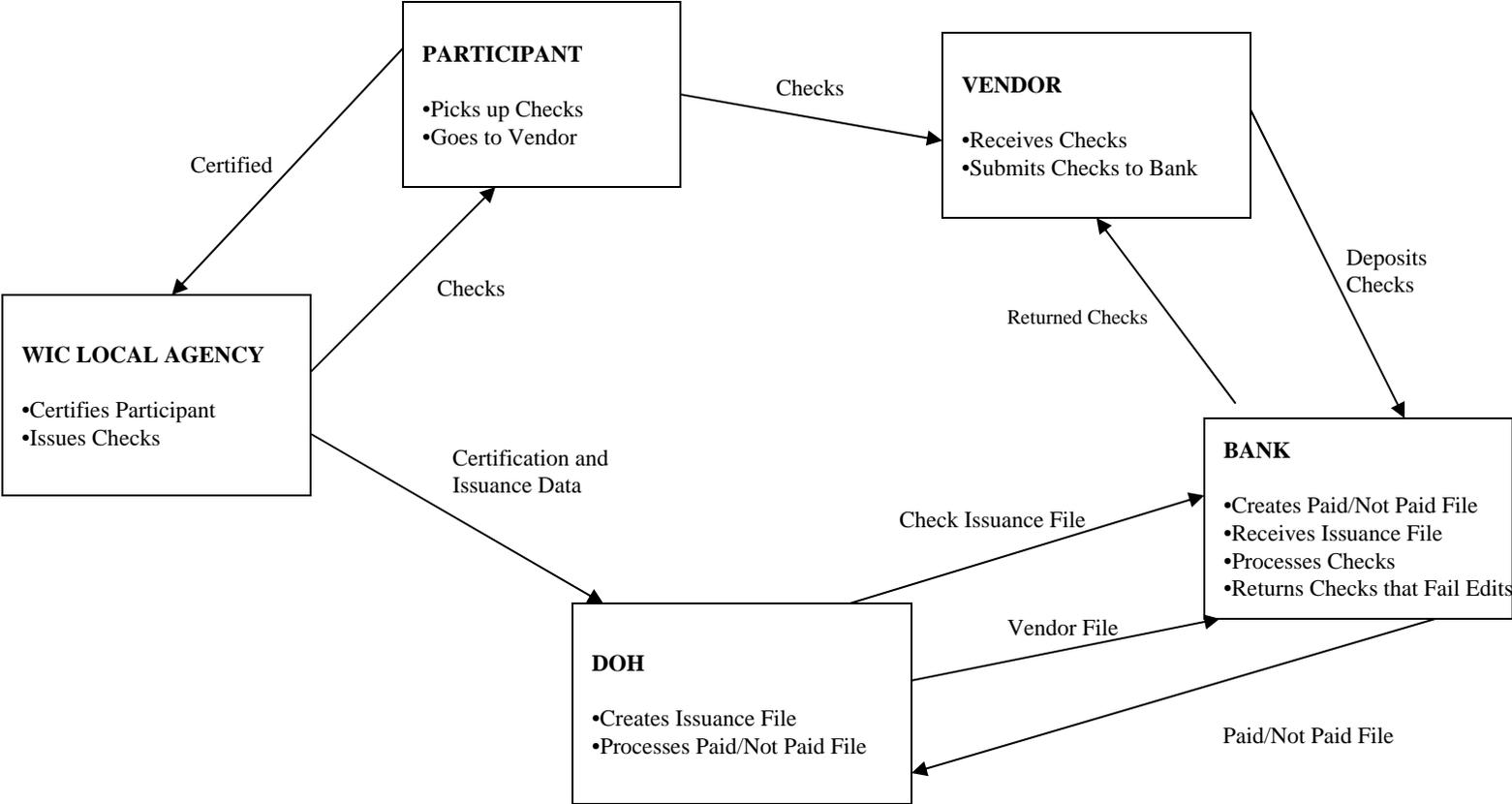
Support Functions

Support functions such as domain controllers, DHCP, DNS, and WINS servers are IBM 360X with 2.5GB of memory running Windows 2003 Server.

ATTACHMENT 9

Flow of Check Information

FLOW OF CHECK INFORMATION



ATTACHMENT 10

On-Line System Required Fields

ATTACHMENT 10

ON-LINE SYSTEM

MINIMUM REQUIRED FIELDS

WIC Bank Account Number

Check Serial Number

Status Code & Description (e.g. Issued, Void, Stop Payment, Rejected, Paid)

Status Updated (date Status Code is inserted)

Issue Date (Food Instrument Valid Begin Date)

Not to Exceed Amount

Paid Amount

Paid Date

Vendor Number

Total Number of Presentments

Presented Amount

1st Presentment Date

1st Presentment Code and Description

2nd Presentment Date

2nd Presentment Code and Description

(Sources of Information include Check Issuance File and Paid/Not Paid File)

ATTACHMENT II

Bidder's Response Checklist

ATTACHMENT 11

BIDDERS RESPONSE CHECKLIST

2007 WIC BANKING SERVICES PROCUREMENT

TECHNICAL PROPOSAL (Sealed Package # 1)

- Transmittal Letter
- Table of Contents
- Executive Summary (Part 1)
- Demonstration of Corporate Ability to Perform (Part 2)
- Conflict of Interest (Part 3)
- Scope of Work: Description of Banking System Requirements (Part 4)
- Implementation Plan (Part 5)
- Disaster Plan (Part 6)
- Reversion/Transfer Plan (Part 7)
- Project Staff Resumes (Part 8)
- Standard Contract/Bid Insert Form (Part 9)

COST PROPOSAL (Sealed Package #2)

- Cost Proposals (Part 10)

Attachment I2

Sample Manual Check

ATTACHMENT I3A

**N.Y.S Taxation and Finance Contractor
Certification Form to Covered Agency**

ST-220CA



Contractor Certification to Covered Agency

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

ST-220-CA

(6/06)

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

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

I, _____, hereby affirm, under penalty of perjury, that I am _____

(name)

(title)

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an X in only one box)

The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____
(insert contract number or description)

and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Instructions

General information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency*, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. This publication is available on our Web site, by fax, or by mail. (See *Need help?* for more information on how to obtain this publication.) In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

If you have questions, please call our information center at 1 800 698-2931.

Note: Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

- i. The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- ii. The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- iii. The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of \$100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned *on or after April 26, 2006* (the effective date of the section 5-a amendments).

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

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

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

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

Notary Public

Registration No.

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).
This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.
Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.
Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.
This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

Need help?

Internet access: www.nystax.gov (for information, forms, and publications)
Fax-on-demand forms: 1 800 748-3676
Telephone assistance is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday. 1 800 698-2931
To order forms and publications: 1 800 462-8100
From areas outside the U.S. and outside Canada: (518) 485-6800
Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110
Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

ATTACHMENT I3B

N.Y.S Taxation and Finance Contractor

Certification Form

ST-220TD



Contractor Certification

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

ST-220-TD

(6/06)

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

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

General information

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

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

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

Mail completed form to:

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

Privacy notification

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

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

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

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

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

Need help?



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



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



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

To order forms and publications: 1 800 462-8100

Sales Tax Information Center: 1 800 698-2909

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

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



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

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

Make only one entry in each section below.

Section 1 — Contractor registration status

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

Section 2 — Affiliate registration status

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

Section 3 — Subcontractor registration status

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

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

ATTACHMENT I 4

N.Y.S. Office of the State Comptroller Vendor Responsibility Attestation

Attachment 14

Vendor Responsibility Attestation

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

Choose one:

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

Signature of Organization Official: _____

Print/type Name: _____

Title: _____

Organization: _____

Date Signed: _____

ATTACHMENT 15

Bid Form

Attachment 15

NEW YORK STATE DEPARTMENT OF HEALTH

BID FORM

PROCUREMENT TITLE: _____ FAU # _____

Bidder Name:

Bidder Address:

Bidder Fed ID No:

A. _____ bids a total price of \$ _____
(Name of Offerer/Bidder)

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

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

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

<http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>

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

No Yes

If yes, please answer the next questions:

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

No Yes

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

No

Yes

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

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility:

(Add additional pages as necessary)

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

No

Yes

2b. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding:

(Add additional pages as necessary)

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

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

With Bid

Upon Award

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

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

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

(Officer Signature)

(Date)

(Officer Title)

(Telephone)

(e-mail Address)

ATTACHMENT I6

No Bid Form

Attachment 16

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 17

Sample SFFI Form

ATTACHMENT 18

Program Statistics

Attachment 18

Program Statistics

Program participants		480,000
Vendors		4,600
Checks Redeemed	Monthly	2.5M
Check Redemption Value	Monthly	\$30M
Checks Redeemed	Annually	30M
Check Redemption Value	Annually	\$360M
Check Images required	Monthly	2.5M
Rejected Checks	Monthly	14,000
Items Submitted for Reimbursement	Monthly	11,700
Reimbursement Value	Annually	\$2M
ACH Reimbursements	Monthly	8,000
ACH Statements to Vendors for Reimbursements	Monthly	1,000
Special Formula Food Instruments	Monthly	100
Check Photocopy Requests	Monthly	100