



Department of Health

Invitation for Bids

IFB #18819

Forge Proof Prescription Program

Issued: September 1, 2021

DESIGNATED CONTACT:

Pursuant to State Finance Law §§ 139-j and 139-k, the Department of Health identifies the following designated contact to whom all communications attempting to influence the Department of Health's conduct or decision regarding this procurement must be made.

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PERMISSIBLE SUBJECT MATTER CONTACT:

Pursuant to State Finance Law § 139-j(3)(a), the Department of Health identifies the following allowable contact for communications related to the submission of written bids, written questions, pre-bid questions, and debriefings.

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1. CALENDAR OF EVENTS

IFB #18819 – FORGE PROOF PRESCRIPTION PROGRAM	
<u>EVENT</u>	<u>DATE</u>
Issuance of Invitation for Bids	9/1/2021
Written Questions Due (No later than 3:00 PM EST)	9/22/2021
Responses to Written Questions Posted by DOH (On or About)	10/13/2021
Deadline for Submission of Bids (No Later Than 3:00 PM EST)	10/27/2021
<i>Anticipated</i> Contract Start Date	9/1/2022

2. OVERVIEW

Through this Invitation For Bids (“IFB”), the New York State (“State”) Department of Health (“DOH”) is seeking competitive bids from qualified organization(s) to produce and deliver serialized, secure, forge proof prescription forms to prescribers in NYS. The organization will also be required to make available a call center to assist prescribers with prescription form orders and provide a secure data system that can be integrated with NYS data systems to monitor and track movement of each prescription form as further detailed in [Section 4.0](#) (Detailed Specifications). It is the Department’s intent to award one (1) contract from this procurement.

2.1. Introductory Background

Article 2-A, Section 281 of the NYS Public Health Law requires all prescriptions written in NYS be on an Official New York State Prescription form (ONYSRx). The Official New York State Prescription Program ensures the availability of ONYSRx’s for prescribers in NYS. These forms have a variety of special security and tracking features that allow the Bureau of Narcotic Enforcement to track to whom the prescriptions were sent, and which pharmacy dispensed a controlled substance. As part of this program, a secure, sophisticated infrastructure that coordinates with NYS data systems and allows NYS to monitor and track the movement of very valuable prescriptions is necessary. A call center to assist prescribers with ONYSRx orders is also necessary.

2.2. Important Information

The bidder is required to review, and is requested to have legal counsel review, [Attachment 8](#), the DOH Agreement as the Bidder must be willing to enter into an Agreement substantially in accordance with the terms of [Attachment 8](#) should the bidder be selected for contract award. Please note that this IFB and the awarded bidder’s proposal will become part of the contract as Appendix B and C, respectively.

It should be noted that Appendix A of [Attachment 8](#), "Standard Clauses for New York State Contracts", contains important information related to the contract to be entered into as a result of this IFB and will be incorporated, without change or amendment, into the contract entered into between DOH and the successful Bidder. By submitting a response to the IFB, the Bidder agrees to comply with all the provisions of Appendix A.

Note, [Attachment 7](#), the Bidder's Certifications/Acknowledgements, should be submitted and includes a statement that the bidder accepts, without any added conditions, qualifications or exceptions, the contract terms and conditions contained in this IFB including any exhibits and attachments. It also includes a statement that the bidder acknowledges that, should any alternative proposals or extraneous terms be submitted with the proposal, such alternate proposals or extraneous terms will not be evaluated by the DOH.

Any qualifications or exceptions proposed by a bidder to this IFB should be submitted in writing using the process set forth in [Section 5.2](#) (Questions) prior to the deadline for submission of written questions indicated in [Section 1.0](#) (Calendar of Events). Any amendments DOH makes to the IFB as a result of questions and answers will be publicized on the DOH web site.

2.3. Term of the Agreement

This contract term is expected to be for a period of five years commencing on the date shown on the Calendar of Events in [Section 1.](#), subject to the availability of sufficient funding, successful contractor performance, and approvals from the New York State Attorney General (AG) and the Office of the State Comptroller (OSC).

CANCELLATION FOR CONVENIENCE:

The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days' notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60-day discretionary cancellation or cancellation for cause by the respective user Agencies.

3. MINIMUM QUALIFICATIONS TO BID

NYSDOH will accept bid proposals from organizations with the following type and level of experience as a prime contractor:

- A minimum of 3 years verifiable experience producing and distributing multiple product types of serialized, secure, forge proof prescription forms to authorized prescribers, group practices and institutions; and
- A minimum of 3 years verifiable experience systematically tracking the distribution of serialized, secure, forge proof prescription forms to authorized prescribers, group practices and institutions; and
- A minimum of 3 years verifiable experience processing orders for multiple product types of prescription forms from authorized prescribers, group practices and institutions. Orders may be placed manually or online. Experience providing technical assistance to prescribers on ordering prescription forms; and
- A minimum of 3 years verifiable experience with storage of secure forms and delivery of secure forms; and
- Bidder has the equipment, facilities and resources necessary to produce and deliver the secure forms specified herein. The Department reserves the rights to conduct onsite inspection of equipment and facilities required for completion of all tasks outlined in this IFB.

For the purposes of this IFB, a prime contractor is defined as one who has the contract with the owner of a project or job and has full responsibility for its completion. A prime contractor undertakes those activities to perform a complete contract and may employ (and manage) one or more subcontractors to carry out specific parts of the contract.

Failure to meet these Minimum Qualifications will result in a bid being found non-responsive and eliminated from consideration.

4. Detailed Specifications

This Section describes the Forge Proof Prescription Forms that are required to be provided by the selected bidder. The selected bidder must be able to provide all of these products and services throughout the contract term.

PLEASE NOTE: Bidders will be required to provide responses that address all of the requirements of this IFB as part of its Bid.

The terms “bidders”, “vendors” and “proposers” are also used interchangeably. For purposes of this IFB, the use of the terms “shall”, “must” and “will” are used interchangeably when describing the Contractor’s/Bidder’s duties.

4.1. Product or Service Requirement

PRESCRIPTION ORDER FORM PRODUCT TYPES:

Official NYS Prescription Forms: forms consisting of all the different versions specified herein must be printed and ready for imprinting and held in secure storage no later than 60 days after the contract start date. The breakdown of the quantities of all the individual versions to be held in storage subsequent to the start of the contract will be as dictated below. The versions of prescription forms include one-part prescription pads, laser sheets (1-up and 4-up), thermal rolls, and Intermec thermal rolls. The contractor must be ready for imprinting for distribution to practitioners and institutions as directed by the New York State Department of Health (approximately 145,000 locations). Contractor will monitor storage and self-initiate the reorder point and report to DOH on a bi-weekly basis.

Item Description	Quantity on Hand (60 days from start of contract)	Average Minimum Anticipated Monthly Usage
Item 1: One Part Prescription Pads – Practitioner and Institution	4 Million	1.4 Million
Item 2: Laser Sheets–1 up Version	400 Thousand	160 Thousand
Item 3: Laser Sheets–4 up Version	200 Thousand	75 Thousand
Item 4: Thermal Rolls	200 Thousand	75 Thousand
Item 5: Intermec Thermal Rolls	25 Thousand	10 Thousand

The contractor is required to have a minimum of 6,000,000 Official New York State Prescription forms in secure storage for emergency orders that may be placed. At the discretion of DOH, the minimum requirement may be modified depending on the volume of forms ordered. After contract start date, the

contractor will have up to 6 months to establish the emergency stock. At a minimum, the contractor must produce 1/6 of the emergency stock each month until the full amount has been produced.

Emergency stock shall not be reflected in the general inventory figures used by the contractor to meet its obligations under the provisions of the contract with the State. After contract award, the DOH will dictate the breakdown of the quantities of individual items to be held in secure storage. Emergency stock shall be replenished with 'new' prescription forms as required by the DOH. At the end of the contract and at the discretion of DOH, the contractor may be allowed to use emergency stock to fulfill orders.

ESTIMATED QUANTITY:

An estimated minimum of 2,000,000 forms per month will be required. The DOH estimates that a minimum of 120,000,000 forms will be required during the course of the five-year contract term.

PRODUCT REQUIREMENTS:

The following specifications apply to all Official New York State Prescription Forms.

SECURE STOCK:

All controlled security paper utilized in the production of the Official New York State Prescription Forms must be manufactured under tightly controlled security conditions, restricted in its use and distribution, and not readily available on the open market.

NUMBERING/BARCODING:

The contractor shall adhere to a base 31 numbering scheme that has been developed and employed in the current contract period. Numbering sequence should begin where the previous contractor left off. The numbering scheme shall include a code 3 of 9 barcode and be in a format that can be easily data entered by the dispensing pharmacy and shall be approved by DOH.

A unique human readable consecutive number (Alphanumeric) and matching linear barcode (code 3 of 9) must be applied to each individual prescription form in an established numbering scheme approved by DOH. The contractor selected must be able to guarantee no duplicate numbers across the entire range of product types. Each individual prescription must have a unique number and matching code 3 of 9 barcode printed in black. Forms held in storage for New York State shall be consecutively numbered/barcoded in fluorescent ink to facilitate inventory accountability by the contractor.

COMPOSITION:

The DOH will dictate the design of the form. Base printing must be done on an offset printing press and NOT by means of laser, ink jet or toner type reproduction. Chosen contractor must produce the following product and have the capability to produce new product lines or modify the existing product, if necessary. Contractor will be required to set all new design copy on each prescription design, if there is more than one design. Placement of design elements and security features must be consistent across all versions. A safety VOID pantograph background is required on each design. The document shall include substantial protection against reproduction by color copiers. Preferred methods include darker and lighter gradually changing tones that provide significant color copy protection across a full range of copier settings. The word "VOID" shall appear on any copies made across a wide variety of copier settings. Lighter tones should appear in areas intended for data entry to permit easy reading of information without comprising copy protection. The contractor will be required to add or revise prescription security features throughout the contract to guard against chemical washing of forms. Security features must reveal an attempt to alter forms by the use of chemicals and solutions, including but not limited to acetone, gasoline, turpentine, ink remover, ethanol, isopropyl alcohol. Such features may include the creation of hidden text message or other enhancement as required by the DOH. Samples of forms produced by prospective bidder incorporating this feature should be submitted with the bid for performance testing prior to awarding the contract.

SHIPPING CONTAINER:

All forms shall be wrapped in a secure manner suitable for shipping, as approved by DOH. All packaging must be of such strength, substance and construction suitable for shipping. Contractor to set all type required to imprint containers with carton sequence numbers including return address of contractor and phrase "NOT A SAMPLE".

ITEM 1: ONE PART PRESCRIPTION PADS (TWO TYPES - PRACTITIONER & INSTITUTION):

PRODUCT CUSTOMIZATION:

Note that this item contains individual personalized information printed by the contractor for individual practitioners and institutions. This product must be imaged using an ink jet process. A toner process is unacceptable and will be rejected. (See section entitled "Initiation of Custom Printing" for details.)

SIZE: 4-1/4 "x 5-1/2" overall, no bleeds.

PERFORATIONS: Not Applicable

STOCK:

24 Lb. white controlled security paper containing invisible eradicator sensitive ink that shows a "VOID" or equivalent printed pattern if chemical tampering or alteration is attempted using a broad range of chemicals. A simple stain is not sufficient. Stock samples should be submitted with bid for testing prior to award.

PRESSWORK/INK:

FRONT

Prints 3 colors (black plus colors to be specified by DOH BNE including a friction activated ink). The friction activated (thermochromic) ink on the face should be printed in blue and should change color or disappear when warmed (reacts to body heat). It should return to its original color (blue) when cooled. Must also contain color copy VOID Pantograph as described under COMPOSITION. There shall also be a tamper evident coating containing a hidden void feature. Under normal conditions, the feature is invisible. An erasure/abrasion attempt will activate the coating and the word VOID will appear.

BACK

Prints 3 colors (gray, white fluorescent & a friction activated ink). "Enhanced" Laid lines - unevenly spaced and sized diagonal lines printed in gray ink across the back of each prescription. The back shall also contain an artificial watermark printed in white or transparent non-penetrating ink, which is visible to the human eye when viewed at a 45-degree angle. This feature also fluoresces green under a black light. A friction activated (thermochromic) ink must be present in several locations on the back of each prescription. The ink shall be printed in orange and should change color or disappear when warmed (reacts to body heat). It should return to its original color (orange) when cooled.

CONSTRUCTION/BINDERY:

Pads are edge glued in sets of 100 prescriptions for shipment to practitioners and institutions across New York State. A verification cover sheet and a chipboard backer are required for each pad.

PACKAGING:

Prescription forms must be bundled for shipping in a secure manner to maintain integrity and to protect forms from loss.

ITEM 2: LASER SHEETS (1-UP VERSION):

SIZE: 8-1/2" x 11", no bleeds.

STOCK:

24 Lb. white controlled security paper containing invisible eradicator sensitive ink that shows a "VOID" or equivalent printed pattern if chemical tampering or alteration is attempted using a broad range of chemicals. A simple stain is not sufficient. Stock samples should be submitted with bid for testing prior to award.

PERFORATIONS:

Laser cross perforations (full horizontal & full vertical) divide each sheet into 4 equal sections that measure 4-1/4"x 5-1/2". Perforations must be compatible with a laser printing environment; the paper must feed effectively and operate trouble-free across a wide range of laser devices by various manufacturers. Note that only one prescription form will be printed in only one section of the 8-1/2" x 11" sheet (upper left quadrant of the sheet).

PRESSWORK/INK:

FRONT

Prints 3 colors (black plus colors to be specified by DOH including a friction activated ink). The friction activated (thermochromic) ink on the face should be printed in blue and should change color or disappear when warmed (reacts to body heat). It should return to its original color (blue) when cooled. Must also contain color copy VOID Pantograph as described under COMPOSITION. An additional coating is required on the face to ensure toner adhesion to the paper. This feature is commonly referred to as "toner grip" or "laser lock".

BACK

Prints 3 colors (gray, white fluorescent & a friction activated ink). "Enhanced" Laid lines - unevenly spaced and sized diagonal lines printed in gray ink across the back of each prescription. The back shall also contain an artificial watermark printed in white or transparent non-penetrating ink, which is visible to the human eye when viewed at a 45-degree angle. This feature also fluoresces green under a black light. A friction activated (thermochromic) ink must be present in several locations on the back of each prescription. The ink shall be printed in orange and should change color or disappear when warmed (reacts to body heat). It should return to its original color (orange) when cooled.

CONSTRUCTION/BINDERY: Not applicable.

PACKAGING:

Prescription forms must be wrapped for shipping in a secure manner to maintain integrity and to protect forms from loss.

ITEM 3 - LASER SHEETS (4-UP VERSION):

SIZE: Four individual 4-1/4" x 5-1/2" forms up on an 8-1/2" x 11" sheet, no bleeds. Each individual form has its own number and barcode.

STOCK & PRESSWORK/INK:

All specifications the same as Item 2.

PERFORATIONS:

Laser cross perforations (full horizontal & full vertical) divide each sheet into 4 equal sections that measure 4-1/4"x 5-1/2". Perforations must be compatible with a laser printing environment the paper must feed effectively and operate trouble-free across a wide range of laser devices by various manufacturers.

CONSTRUCTION/BINDERY: Not applicable.

PACKAGING:

Prescription forms must be wrapped for shipping in a secure manner to maintain integrity and to protect forms from loss.

ITEM 4 - THERMAL ROLLS:

SIZE: Individual form size is 4-1/4 "x 5-1/2", no bleeds.

STOCK:

A heavy weight, high sensitivity, direct thermal paper grade with an average basis weight of 20.4 lbs. (76.8 grams/m²). The thickness should be an average of 3.26 Mils (82.8 Microns). The grade should have an enhanced coating design with resistance to reasonable environmental conditions, such as 24-hour immersion in water. The grade should provide a clear, dark image that is consistent and suitable for high quality bar code imaging. The optimum activation temperature at 194+/- 9 degrees F (90 +/- 5 degrees C) should result in a density reading of 1.3 ODU. The thermal grade should have an image stability or archivability rating such that after imaging with reasonable storage, the image will remain human readable for a minimum of 10 years. Stock samples should be submitted with the bid for testing prior to award.

PRESSWORK/INK:**FRONT**

Prints 3 colors: black plus colors to be specified by DOH including a friction activated ink. The friction activated (thermochromic) ink on the face should be printed in blue and should change color or disappear when warmed (reacts to body heat). It should return to its original color (blue) when cooled. Must also contain color copy VOID Pantograph as described under COMPOSITION.

BACK

Prints 4 colors (gray, black, white fluorescent & a friction activated ink). "Enhanced" Laid lines - unevenly spaced and sized diagonal lines printed in gray ink across the back of each prescription. The back shall also contain an artificial watermark printed in white or transparent non-penetrating ink, which is visible to the human eye when viewed at a 45 degree angle. This feature also fluoresces green under a black light. A friction activated (thermochromic) ink must be present in several locations on the back of each prescription. The ink shall be printed in orange and should change color or disappear when warmed (reacts to body heat). It should return to its original color (orange) when cooled. Two timing marks are also printed in black ink on the back of each individual prescription.

PERFORATIONS: Not applicable

CONSTRUCTION/BINDERY:

This is a direct thermal roll product that requires winding 500 prescriptions on each roll. Scripts are wound on a roll that utilizes a 1" plastic core. A core made of cardboard or other material is not acceptable. In addition to the 500 prescriptions on each roll, each roll will also contain two printed leader sheets for loading purposes. These leader sheets must not contain serial numbers or barcoding.

PACKAGING:

Rolls are to be individually wrapped in a manner that will sufficiently protect the integrity and long-term viability of the rolls and then rolls are packed and bulk shipped in cartons.

ITEM 5 - INTERMEC THERMAL ROLLS:

SIZE: Individual form size is 4-1/4 " x 5-1/2", no bleeds.

STOCK:

A heavy weight, high sensitivity, direct thermal paper grade with an average basis weight of 20.4 lbs. (76.8 grams/m²). The thickness should be an average of 3.26 Mils (82.8 Microns). The grade should have an enhanced coating design with resistance to reasonable environmental conditions, such as 24-hour immersion in water. The grade should provide a clear, dark image that is consistent and suitable for high

quality bar code imaging. The optimum activation temperature at 194+/- 9 degrees F (90 +/- 5 degrees C) should result in a density reading of 1.3 ODU. The thermal grade should have an image stability or archivability rating such that after imaging with reasonable storage, the image will remain human readable for a minimum of 10 years. Stock samples should be submitted with the bid for testing prior to award.

PRESSWORK/INK:

FRONT

Prints 3 colors (black plus colors to be specified by DOH including a friction activated ink). The friction activated (thermochromic) ink on the face should be printed in blue and should change color or disappear when warmed (reacts to body heat). It should return to its original color (blue) when cooled. Must also contain color copy VOID Pantograph as described under COMPOSITION.

BACK

Prints 4 colors (gray, black, white fluorescent & a friction activated ink). "Enhanced" Laid lines - unevenly spaced and sized diagonal lines printed in gray ink across the back of each prescription. The back shall also contain an artificial watermark printed in white or transparent non-penetrating ink, which is visible to the human eye when viewed at a 45 degree angle. This feature also fluoresces green under a black light. A friction activated (thermochromic) ink must be present in several locations on the back of each prescription. The ink shall be printed in orange and should change color or disappear when warmed (reacts to body heat). It should return to its original color (orange) when cooled. A timing mark that extends horizontally across the back of each script is printed in black ink.

PERFORATIONS: Not applicable

CONSTRUCTION/BINDERY:

This is a direct thermal roll product that requires reverse winding of 500 prescriptions on each roll. Prescriptions are wound on a roll that utilizes a 1" plastic core. A core made of cardboard or other material is not acceptable. In addition to the 500 prescriptions on each roll, each roll will also contain two printed leader sheets for loading purposes. The leader sheets must not contain serial numbers or barcoding.

PACKAGING:

Rolls are to be individually wrapped in a manner that will sufficiently protect the integrity and long-term viability of the rolls and then rolls are packed and bulk shipped in cartons.

ORDER PROCESSING:

The contractor must establish a system to directly receive, verify and process all manual orders for Official Prescription forms with original signature of the orderer only within 6 months. Phone orders are unacceptable. The contractor shall also include a method by which authorized prescribers, group practices and institutions may order Official Prescription forms via a secure web-based transmission process. Such systems shall be approved by DOH. The contractor must ensure that Official Prescriptions are only to be issued to authorized prescribers and institutions. Such authorization shall include a registration process by which DOH registers authorized prescribers/institutions. The method of order receipt, verification, and processing, as well as the different ordering methods and processes, must be approved by the DOH. All such systems, including all data associated with this contract, shall be housed and maintained in a secure environment as required under the Disaster Planning section herein.

The contractor must establish a web-based system for order processing within 6 months that meets all applicable DOH, NYS Information Technology Services, and other applicable New York State requirements. The contractor will provide appropriate staff to meet with both business analysts and information technology personnel assigned to DOH to discuss the requirements for the system in application development planning meetings at the DOH Albany, New York location. During the application development meetings, the business rules will be modified and refined to reflect business, as it will be handled in this system. Prototypes of the system will be developed and shared with the DOH/ITS staff. Once a design of the system has been accepted by DOH, the contractor will develop the actual software

and business practices to ensure that all rules are met. Notwithstanding the foregoing, the web-based system developed or provided by Supplier within the scope of the Services described hereunder is owned by Supplier and are licensed and not sold. The license to the web-based system provided to the DOH during this Agreement shall immediately terminate on expiration or termination of the Agreement except that DOH shall retain the right to the licensed use to the web-based system for a post-termination transition period of up to 12 months.

An electronic audit trail of orders requested, processed, fulfilled and shipped must be developed and available to DOH staff at all times within the contractor's web-based system.

SYSTEM USER ROLE REQUIREMENTS:

System User Roles are needed to streamline certain types of users into specific system features and present applicable script products. System must be able to support the following user roles and the different workflows of each of these roles.

PRACTITIONER USER

1. A user currently licensed by the New York State Education Department to practice medicine in the State of New York.
2. Must be registered and verified by BNE as a practitioner doing business at a location in NYS.
3. This user has access to products and system features not available to the Institution.
4. This user is validated based on license number and DEA number (if one is on file).

INSTITUTION USER

1. An employee granted authority to order prescription products by the licensed medical facility by which he or she is employed.
2. This user has access to products and system features not available to the Practitioner.
3. This user is validated based on a shared key and a unique identifier.

ALTERNATE USER

1. A DOH Health Commerce System (HCS) user who has been granted permission to act on behalf of a Practitioner by the Practitioner User.
2. The contractor must capture all alternate HCS identifications as part of the Practitioners profile setting.
3. This user has very limited ability to make changes to key input data for the practitioner or institution he or she is working on behalf of.
4. This user is validated based on validation of the practitioner's license number and DEA number of the associated practitioner.

ORDER ADMINISTRATOR

1. User who has the authority to place orders on behalf of Practitioner and Institution Users.
2. Team members in the Call Center of the chosen contractor, as well as selected BNE staff, would fill this role. Team members in the Call Center of the chosen contractor may have role limitations.
3. This user does not go through additional validation steps after the connection request has been deemed valid.

NEW YORK STATE ADMINISTRATOR

1. The only user with authority to change controlled input data (i.e., Shipping Address, DEA Number, NPI).
2. Team members in the Bureau of Narcotic Enforcement must fill this role.
3. This role has few limitations, but certain activities or changes will result in a log being created and reported.
4. This user does not go through additional validation steps after the HCS connection request has been deemed valid.

CONFIGURATION ADMINISTRATOR

1. The only user role with authority to assign NYS Administrator and Order Administrator roles and view/change other system wide settings.
2. This user cannot under any circumstances have access to create, read, update, or delete Practitioner, Institution, Order, Confirmation or Call Center information of any kind.

GROUP REQUIREMENTS:

The contractor must be capable of altering the workflow of a specific system user role based on membership in specific groups. This capability must be dynamic to match the business environment and the ever-changing regulations and laws in the State of New York.

APPLICATION SECURITY AND EXTERNAL INTERFACE REQUIREMENTS:

1. The contractor's software system must be capable of accepting and managing secure connections from the DOH HCS.
2. Only outside connections from the DOH HCS system shall be accepted, all other external requests must be rejected.
3. All connections originating outside the contractor's facility will be in the form of HTTPS form post containing a token encrypted using Triple-DES. For security reasons, the specific contents and structure of the information included in the token formulated by the DOH HCS system will only be provided to the chosen contractor. Bid responder should assume that user role is clearly indicated and used consistently.
4. Auto Login Functionality will be used when the user successfully enters the DOH HCS. The user will **not** be prompted to enter a subsequent user ID and password once the connection is passed to the contractor's system.
5. The contractor's system must inspect the inbound, encrypted connection to determine logon information. Based on the contents of the encrypted connection the contractor's system will validate the user based on License Number, DEA Number, Account Status (active/inactive) and the status of the User Profile Information. All Practitioner and Institution Users must enter the ordering system via this logon process.
6. User connections originating within the chosen contractor's facilities must provide a user ID and password before access is permitted. Only the Order Administrator and Configuration Administrator roles can connect in this manner.
7. The bidder must submit password policies and password creation guidelines with the bid response for review and approval by the DOH Security Unit.
8. All Practitioner, Institution and Alternate users must access the chosen contractor's software via the DOH HCS.
9. The process of registering and gaining permission to access the DOH HCS system will be managed by the DOH at no direct expense to the chosen contractor.
10. The contractor should expect 50 connections daily.

INPUT DATA VALIDATION:

Input data must be validated to ensure it is correct and appropriate. The checks performed on the client side must also be performed at the server to ensure data integrity. Checks will be performed on all data fields unless specified otherwise for a specific field. The following controls must be available and implemented in the system:

1. Dual input or other input checks to detect the following errors.
2. Out-of-range values.
3. Invalid characters in data fields.
4. Missing or incomplete data.
5. Exceeding upper and lower data volume limits.
6. Unauthorized or inconsistent control data.
7. Contractor must provide documentation of manual and automated procedures for responding to validation errors.
8. Contractor must provide procedures for testing the plausibility of the input data.

COMMUNICATION/DATA INTERFACE REQUIREMENTS:

Each business day, the contractor must retrieve profile account information about all practitioners and institutions that were added or changed during the current business day. This information will be available in an electronic format on DOH HCS. The contractor will be provided a detailed field mapping and the associated exception processing that must be performed as part of the business rules. The contractor's software must handle exception processing and must ensure all records are either transacted successfully or a report of failures sent back to the New York State Department of Health in the same business day.

Each business day, the contractor must upload profile account information that was changed by practitioners on their profile during order processing. This information must be uploaded daily by the contractor in an electronic format to the DOH HCS. The contractor will be provided a detailed field mapping of those data fields that are able to be updated by the practitioner on the ordering site as part of the business rules.

Each business day, the contractor must upload order file information containing all orders that were entered and the corresponding information on filling those orders. This information must be uploaded daily by the chosen contractor in an electronic format to the DOH HCS. The contractor will be provided a detailed field mapping of those data fields that are able to be updated by the practitioner on the ordering site as part of the business rules.

The contractor must provide a secure computer communication link, such as a web address between the DOH and the contractor, separate from the ordering system, designed to allow NYS Administrative staff access to view the status of all information regarding orders. The information displayed, as well as the communication system, shall be customized to meet the needs of the DOH in monitoring the status of all orders placed by practitioners, contractor staff or NYS Administrators. This access will be read only and will provide up to date information reports based on date, prescription form type and status of orders.

USER PROFILE REQUIREMENTS:

Every Practitioner or Institution user connecting to the contractor provided software must be linked to a unique profile. Order Administrator and New York Administrator are not required to have profiles in the contractor provided software, but these roles must have authority to work on behalf of Practitioner and Institution users.

1. Practitioner Profile data consists of information that is relative to each individual Practitioner who will be ordering or receiving imprinted prescriptions. The information includes, but is not limited to, license number, DEA number, NPI number, ship-to-address that includes name and title, telephone number, fax number, email address, profession code, specialty codes if applicable, other practice locations and other practitioners they may want to be included on the imprinted prescriptions, as well as two free-form text lines that will be imprinted above the practitioner's name.
2. Institution Profile data consists of information that is relative to each Institution that will be ordering or receiving imprinted prescriptions for their practitioners. The information includes, but is not limited to, HCS Institution identification number, the institution status, two facility name lines, primary address, telephone number, fax number, email address, an "Attention" line, as well as other facility locations and other practitioners they may want to be included on the imprinted prescriptions, as well as two free-form text lines that will be imprinted above the institution's name.

ORDER MANAGEMENT REQUIREMENTS:

The system must provide robust management information capabilities to the user such as Viewing Order History, Searching for an Order by various elements, Display of Previous Order Details including a PDF proof of the prescription layout, as well as the flexibility to place a Reorder based on any past order that is still viewable on the system. Previous Order History must be made available for a minimum of 2 years.

1. Order History - the system must be capable of maintaining order history for each Practitioner, Institution, Alternate and DOH user. The system must present the user with a list of orders that can be sorted by order date, order number, or order status. A search engine should be deployed as part of the order history feature that allows user to search for an order by the above criteria. When an order is selected from the order history page, the details of the order should be presented. Details should include the prescription numbers associated with that order, shipping tracking number and estimated delivery date and the visible PDF proof of the actual order.
2. Order Search - a search engine should be deployed as part of the order history feature that allows user to search for an order by the above criteria. Users must have the ability to search based on order date, prescription numbers, tracking number, and order status.

3. Ordering Approval Queue - the system shall provide a means by which DOH office staff can control the current day's orders. The system must provide a standalone system not tied to a practitioner or profile and must be robust enough in scale and content to allow flexibility in setting ordering limits based on criteria the DOH would deem acceptable. The system will provide the DOH staff with the data fields necessary to and functionality to modify or reject the orders queued based on the criteria set. An email notification containing suitable contact information will be forwarded to the practitioner or institution in question with an informative message that may be configurable and must be approved by the DOH as to why an order was amended or rejected.
4. Order Detail - when an order is selected from the Order History Page, the details of the order should be presented including the prescription numbers associated with that order, shipping tracking number and estimated delivery date and the visible PDF proof of the actual order script information that was printed as part of the associated order.
5. Reorder - the user must have the ability to place a reorder for any order still active in the Order History Page. All business rules, especially those relating to active practitioners and account status, need to be reapplied to any new order placed via the Reorder functionality.

ORDER PROCESS REQUIREMENTS:

At a minimum the following System functionality is required in the processing of prescription orders:

1. List of Products – the system will present the user with a method by which they can view a visual presentation of products that are available for ordering based on the user's group and role settings.
2. Order Quantity - allow for User/Practitioner to specify order quantity for each respective Item. System limits may be set by the DOH for minimum and maximum order quantities. The order limits must be fully customizable and maintainable by the DOH with no charge for alterations. However, there can be limits set on the total number of prescription forms that can be ordered at any given time.
3. DEA Number Printing – when allowed, the user must have the ability to select the option of having their DEA number imprinted on their prescription pads.
4. View Proof – for all prescription form products the contractor must display a proof to users that accurately represents the appearance of the final product.
5. Shopping Cart - system must maintain a shopping cart that includes all products that have been selected and tailored by the user as described herein.
6. Check Out Process - once all products have been ordered, the user should be directed to a Check Out process. The checkout process must provide the user with the tracking information and estimated delivery date for their order. Any practitioners listed on the prescription, including the ordering practitioner, must receive a notification via email.
7. Rush Order Processing – Rush order mailing preference must be available to the user. All additional applicable shipping charges for rush orders shall be borne by the institution, group or practitioner user placing said order and all such charges shall be billed directly by the contractor to the institution or practitioner. Rush orders not only pertain to shipping but must also be expedited through the printing process in the same business day as the order is placed.

PRODUCT NUMBERING REQUIREMENTS:

1. The bidder must explain as part of their bid response how they will ensure every prescription provided to a practitioner or institution in the State of New York will be uniquely numbered.
2. Duplicate, missing, or skipped numbers are not acceptable.
3. Disposition of all prescription form numbers utilized during production must be accounted for and reported to the DOH.
4. Product numbering must be automated to minimize the potential for errors.
5. Product numbering must support the base 31 numbering algorithm that has been designed by DOH. The algorithm will be shared with the chosen contractor.

INVENTORY CONTROL REQUIREMENTS:

The contractor must provide within their system and facility for a complete Inventory Control Management System. This would include allocation of serialized numbers across all prescription products, movement of prescription product inventory within the contractor warehouses and contractor facilities, reporting to DOH on the disposition of each the serialized numbers, tracking prescription product returns and cancellations of products that have already consumed serialized numbers.

1. The contractor must develop a complete inventory control system for the allocation, tracking and reporting of serial numbers and ranges. This system must also contain the location/disposition of the script product such as in stock, emergency warehouse stock or returned stock. The disposition must be reported to DOH in a format currently in use by DOH as dictated in the business rules.
2. The contractor must be able to provide a report of all prescription serial numbers and the disposition of any serial number when requested by DOH.
3. There can be no gaps in serial numbering allocations within the prescription preparation process.
4. There can be no duplicate, missing or skipped numbers. The disposition of each script number must be reported to DOH. No gaps in script serial numbers are permitted.
5. Each number must be accounted for and the disposition reported in the format currently in use by DOH as dictated in the business rules.
6. The numbers (ranges) allocated to each product must be reported to DOH in an agreed upon format and frequency.
7. The prescription product numbering must be automated.
8. The prescription product numbering must be in the same format currently employed by DOH and is a base 31 numbering scheme.
9. The contractor must develop an automated system to track returns and destruction of prescription products.
10. All products returned to the contractor must be reported to DOH with an appropriate reason code. The serialized numbers must be provided in the format set forth in the business rules.
11. Customized prescription products that are returned must be destroyed in an agreed upon manner and timeframe as set forth by DOH.

ORDER REPORTING REQUIREMENTS:

1. Currently DOH receives order information in three parts, Order Reports, Confirmation Reports and Tracking Reports. This allows DOH to ensure that all orders placed are subsequently accounted for in the printing and shipping processes. These reports should represent **all** of the previous business day's activity.
2. Order Reports consist of information pertaining to the placement of an order, such as the name of the person who placed the order, the method used to place the order, all order specific information printed on the prescription such as practitioner's name, the practice address(es), the date the order was placed, the type of product ordered and the quantity of product ordered.
3. Confirmation Reports consist of information pertaining to the printing of the order such as the prescription numbers assigned to the order and the date the prescription forms were actually printed and shipped.
4. Tracking Reports consist of information pertaining to the shipment of the order, such as the address to where the prescriptions are shipped and the tracking number. This information may be used by the DOH, a practitioner, the chosen contractor or the shipper to track the order in instances of failed or delayed delivery.
5. Each business day, the chosen contractor must provide the DOH specific information about all products ordered the previous business day, printed the previous business day and all products shipped the previous business day.
6. This information will be sent in an electronic format via the DOH (HCS) secure web site.
7. Specific details on the required Order, Confirmation and Tracking information will be given to the chosen contractor as part of the business rules.

ORDER PROCESSING DATA TRANSMISSION:

The contractor shall provide DOH with the order information in electronic format as stipulated by DOH.

SUSPICIOUS ORDERS:

Contractor must report all suspicious orders (orders which can be construed as non-routine) to DOH within the same business day.

RETURN OF PRESCRIPTION ORDER REQUESTS:

The contractor is responsible for returning incomplete, incorrect, or unauthorized requests for prescription product orders to the practitioner/institution with a letter of explanation.

ADDITIONAL SOLUTIONS:

Contractor has the responsibility to be continually informed of technical or process advancements and should present recommendations to DOH for implementation of such advancements in the DOH program.

In the event the contractor initiates, with DOH approval, any significant improvements in the design or operation of the System which results in reductions in expenses incurred by the contractor, the contractor must pass along these savings to the State.

CUSTOMIZATION OF PRACTITIONER PRESCRIPTIONS:

A practitioner is given control to customize certain information that can be contained on their prescriptions. Practitioner customization may only be performed through the web-based ordering system. This provides the ability for practitioners to list multiple practitioners and/or multiple practice locations on prescription forms. These are referred to as Group Practice Prescriptions. A practitioner can be in multiple groups. A practitioner or group practice can have up to four locations printed. Ordering practitioners maintain their own group practice list and the contractor's web-based system must be capable of saving the list on the practitioner's profile. The system must be able to check that each practitioner on that list is on the DOH registration/profile list and is able to receive prescription forms.

- Group Practice List - The contractor's system must provide for a list of practitioners who will be imprinted on any variable product ordered, allowing up to 10 practitioners to appear on the prescriptions. The contractor's system must allow for users to ADD, RESEQUENCE and REMOVE other practitioners who are also registered within the system. The contractor's system must have the ability to prohibit registered physician assistants to ADD and REMOVE a supervising physician within the system. The contractor must transmit the data pertaining to the additions and deletions of additional practitioners on the practitioner's profile and identify the user making the changes to the NYS DOH, BNE. The contractor's system must have the ability to prohibit registered physician assistants from placing an order unless linked to a supervising physician who is also registered.
- Other Practice Locations - The contractor's system must allow practitioners to maintain a list of addresses and allow up to 4 of these addresses to be imprinted on any variable product ordered. The contractor's system must allow for users to ADD, REMOVE, RESEQUENCE and MODIFY practice locations. The contractor must transmit the data pertaining to the additions and deletions of additional practice addresses on the practitioner's profile and identify the user making the changes to the NYS DOH, BNE.

INITIATION OF CUSTOM IMPRINTING:

Custom imprinting of the Official NYS Prescription forms in black ink will be required for each practitioner, group practice or institution. Printing will include name, street, city, state, zip code, telephone number, NY State Education Department license number, National Provider Identifier number (NPI) and the United States Drug Enforcement Agency (DEA) number (at the practitioner's option) of the practitioner(s) or institution as requested. The address imprinted on the prescriptions must be an address layout and font

size approved by DOH. All Official New York State Prescription products require numbering and barcoding in accordance with specifications herein.

DOCUMENTATION:

1. The contractor will be responsible for fully documenting the System in an electronic format using either third party software that can be read and utilized by the DOH, or will, at the contractor's cost and approval by the DOH, provide all necessary software to permit the DOH to fully utilize the files in the format provided. The documentation will be based on the contract implementation plan as agreed to by the contractor and the DOH.
2. The contractor will develop a detailed Technical Design Document (TDD) based on the System requirements set forth in the bid within the time frames required. The TDD will include:
 - a) Detailed system overview including an overview of key processes.
 - b) Technical architecture description including system hardware and software requirements.
 - c) List, description and specifications of programs.
 - d) List, description and specifications of job streams.
 - e) Data flow diagrams at all levels of system operation.
 - f) List and description of parameter data.
 - g) List, description, and layout of files.
 - h) List of reports, report layouts, and specifications.
 - i) List of screens, screen layouts, and specifications.
 - j) Finalized data elements dictionary (including edit criteria and key fields specified).
 - k) Error message descriptions.
 - l) Security and internal control descriptions.
 - m) Functional requirements cross reference list.
 - n) Communications System Design - The contractor will provide a complete detailed description of the communications system to be utilized.
3. As part of the acceptance testing process, the contractor will provide the DOH with a copy of the complete documentation including, but not limited to, the following items:
 - a) Functional requirements list,
 - b) TDD,
 - c) Help desk user manuals,
 - d) System change list
4. The contractor will make such revisions as are deemed necessary by the DOH to conform with the terms of the bid, and provide the DOH with a copy of any revised documentation at no additional charge throughout the term of the contract.

CHANGE CONTROL:

Any changes in software should be reported to the DOH regardless of the severity of the change. Contractor should detail how version control is performed on software changes, as well as how documentation on changes will be supplied to DOH.

CONTRACTOR COMPLIANCE AND RESPONSIVENESS:

The selected contractor is required to be in compliance with the contract requirements at all times. When issues arise that cause an issue that is specifically detrimental to the success of the Official NYS Prescription Program, those issues must be addressed in a timely fashion as described below. Failure to address issues may result in damages or penalties.

ISSUE (INCIDENT) MANAGEMENT:

The purpose of Issue Management is to ensure that any concerns recognized during the contract period are addressed in a timely manner and do not go unresolved until they become major problems. The contractor must employ an Issues Management process to record, assign and track issues to resolution. Each issue on the issues list must be allocated to an owner. It is crucial that the owner of any issue agrees to ownership and is empowered to respond to the specific issue being assigned to them. The date of

assignment and any needed resolution date should also be identified. It is also essential that realistic dates are agreed upon for achieving resolution.

ESCALATION OF ISSUES (INCIDENTS):

Any issue that has a potentially significant negative impact upon the contract or where the required actions are overdue should be escalated to the contractor's Project Manager or DOH's Official Prescription Program manager or above. If the issue fails to be resolved between Project Managers, the Contract Manager must be made aware of the issue, the need for resolution and any negative impacts the issue has for the NYSDOH and the success of the Official NYS Prescription Contract.

There are various situations within this contract where the BNE can elect to invoke financial penalties for issues that severely impede the production and shipment of the Official NYS Prescription Forms.

INCIDENT PRIORITY:

There are three levels of incident priority that will be used by DOH to report issues to the contractor or to prioritize issues that have been brought to the attention of either DOH or the contractor by the Practitioners, Institutions, DOH Programming staff, Call Center staff or any other entity that is impacted by the performance of the system.

1. Critical - issues are those which preclude the system from continuously operating in the successful placement of orders and the successful printing and shipping of one or more types of Official NYS Prescription Forms.
2. Major - issues are those which preclude the DOH processes from successfully completing due to errors caused by the contractor provided data or the failure to provide such data.
3. Minor - issues are those which cause errors that are intermittent, non-critical or nuisance but do not impede to normal production or processing of either DOH or the contractor responsibilities.

RESPONSE TO INCIDENTS:

It is expected that the Contract Project Manager or such designee will respond to the issues immediately upon email receipt and assure the receipt and logging of all incident in an issues log. Once an issue has been logged and acknowledged each of the staff listed on the issue need to be informed of the progress and expected repair time.

1. Critical - These errors must be fixed within ONE business day as they affect the ordering or shipping of Official NYS Prescription Forms.
2. Major - These errors must be fixed within ONE week of the first reporting instance.
3. Minor - These errors must be fixed within ONE month of the first reporting instance.

CALL CENTER REQUIREMENTS:

STRUCTURE & EQUIPMENT

1. A toll-free centralized Call Center supported and managed by the chosen contractor is a business requirement.
2. For security and legal reasons, the Call Center must operate within the United States.
3. Required hours of operation are Monday through Friday 8:00am to 5:00pm Eastern Time.
4. The Call Center generally averages 560 calls per month.
5. Call Center equipment must have extensive tracking and reporting capabilities including Calls Offered, Calls Answered, Calls Abandoned, Average Speed of Answer, Average Talk Time, Call Reason, Call Resolution and Call Monitoring.
6. Contingency plans for equipment or service failure must be in place to ensure a maximum outage period of no more than 4 hours.
7. Call Center staff must have computer equipment capable of accessing the web-based ordering system, so that customer calls can be adequately serviced.
8. Call Center facility must have electronic locks and facility access must be controlled and audited at least annually.

STAFFING

1. Thoroughly trained staff are required to manage telephone activity.
2. Additional resources are required to adjust for peak periods. 85% of calls must be

answered within 20 seconds and have an abandon rate of less than 2.5%.

3. Staff required to perform at a minimum all of the following:
 - Field inbound and outbound calls acting similar to a help desk.
 - Provide order status updates.
 - Provide shipment tracking information.
 - Perform electronic order entry for any orders not keyed directly into the system by end users.

REVERSION PROCESS:

This Deliverable consists of a reversion plan and reversion process which must be approved by the DOH.

REVERSION PLAN:

1. The contractor will provide a Reversion Plan detailing how the System could be turned over to the DOH and to another specified contractor prior to the end of the contract period (if applicable) or when such a change is warranted or /requested by the DOH.
2. The Reversion Plan will:
 - a) Provide for an orderly and controlled transition to either the DOH or to a successor contractor;
 - b) Be designed so there is no disruption of processing and services provided to the medical community;
 - c) Provide for the transfer to the DOH of the following State purchased items:
 - i. Documentation,
 - ii. Data,
 - iii. Test data, and
 - iv. Procedures including Help Desk Procedures.
 - d) Develop and provide a specific plan to detail the cut off and transition of prescription form numbering.
 - e) Provide for the destruction of all duplicate data or materials deemed to be confidential remaining in the contractor's possession at the end of the contract; and
 - f) Provide turnover training for the successor contractor's management in the operation and maintenance of the System.

REVERSION PLAN IMPLEMENTATION:

1. The contractor will set all aspects of the Reversion Plan in place and will certify that the plan is ready for use at any time upon approval of the Reversion Plan by the DOH.
2. The DOH will, as part of its routine monitoring of contractor performance, review contractor preparations for possible reversion.

4.2. DELIVERY REQUIREMENTS

PRODUCTION CONTROL SPECIFICATION AND SPECIAL DELIVERY REQUIREMENTS:

All requested prescription forms must be shipped within three (3) business days of receipt of order. Delivery must be made to the address approved by the DOH. Orders which are not delivered shall be handled as detailed in the section titled "Returned Prescriptions".

Forms shall be shipped via courier which provides a "protective signature service," or the contractor may make direct shipment from their facilities by "For Hire" carrier or contractor's truck, provided shipment is made in locked vans and such vans are not left unlocked or unattended while making pickups and deliveries. Delivery may also be made by contractor's automobiles under similar security and delivery requirements. A printer's manifest must accompany the shipment. A record of delivery must be maintained by the contractor and shall consist of the name of the practitioner/institution, prescription serial numbers, date of delivery, and the name/signature of the person receiving the delivery.

Bid must be accompanied by a full explanation of the precautions which the manufacturer proposes to observe within their plant and organization to protect the State against unlawful production of the forms. Bidder must designate the means by which they propose to guard against the loss of forms during the process of manufacture, storage, imprinting and delivery to designated recipients. Contractor shall guarantee that only one copy of each serially numbered set will be produced. NO DUPLICATE OR MISSING NUMBERS ARE ACCEPTABLE.

The State reserves the right to enter contractor's premises without advance notice at any time to inspect methods of production, storage and handling of forms, and full compliance with all provisions of the Specifications and Purchase Order.

Before making an award, representatives of the Department of Health may inspect the contractor's facilities to be used for printing of these forms, the paper stocks proposed, and the storage and imprinting areas.

Delivery will be F.O.B. destination.

RUSH ORDERS:

The contractor shall establish and maintain a web-based system capable of processing and shipping emergency orders overnight.

The contractor may need to alter delivery practices in the event of a natural disaster or emergencies.

RETURNED PRESCRIPTIONS:

The contractor is responsible for tracking all prescriptions that have been returned to the contractor as being undeliverable or that contain errors. The contractor must maintain a record of all returned prescriptions and shall report such serial numbers, the date of delivery, and the name of the practitioner/institution, to DOH. All prescriptions that have been issued containing errors shall be replaced to the practitioner/institution in a manner approved by DOH. When the contractor receives prescriptions that have been returned as being undeliverable, they shall notify the practitioner/institution that placed the order in a manner approved by DOH. All suspicious incidents involving returned prescriptions, as well as prescriptions that were lost in delivery, must be immediately reported to DOH within the same business day as the incident was identified by the contractor. Prescriptions containing errors or otherwise deemed undeliverable must be destroyed by the contractor in a manner approved by DOH and such serial numbers shall be reported to DOH.

CONTRACT MANAGEMENT AND DEVELOPMENT:

For the implementation of the deliverables associated with this contract, meetings will be held with the contractor and DOH representatives at the DOH site in Albany, New York or via conference call at the discretion of the DOH project manager. The contractor is required to provide written meeting summaries/minutes. Meeting summaries/minutes are not considered final until approved by the DOH project manager or designee. Appropriate contractor staff is required to be present at all meetings. Before starting production of the Official New York State Prescription forms, contractor must arrange for their representative to personally meet with DOH personnel in Albany, New York or via conference call to discuss all aspects of the job and to view the composition and make-up of the present forms.

PROOFS:

Two sets of proofs, mailing container and paper samples shall be submitted for approval to the NYSDOH, Bureau of Narcotic Enforcement (BNE), 150 Broadway, Riverview Center, Albany, NY 12204. No full production of prescription forms shall be initiated until BNE approves the proofs in writing.

QUALITY ASSURANCE:

The contractor must adopt and maintain a quality assurance program to ensure continuous contract compliance. The contractor is required to monitor all of the day-to-day activities through an independent Quality Assurance function. This unit is charged with ensuring that all work has been performed according to State and DOH laws, regulations, policies and standards of performance. This unit is also expected, on an ongoing basis, to analyze, revise, develop and implement work processes within the contractor's operation to ensure more effective and efficient service for internal and external customers, and to improve organizational effectiveness. Contractor staff assigned to this unit is required to have separate accountability outside the specified departmental areas and to work cooperatively with State personnel to ensure implementation and maintenance of a high-quality operation. Contractor must notify DOH of any quality control problems as they occur.

DISASTER PLAN:

As part of this contract, the contractor will be required to maintain and test annually a disaster recovery plan designed to minimize any disruption of the contractor's services. It is the sole responsibility of the contractor to maintain adequate backup to ensure continued automated and manual processing of services/transactions required to be conducted under this contract.

The contractor must have a facility, located separate and apart from the main facility where the Official NYS Prescription forms are being produced, available as part of a contingency plan for unforeseen interruptions in production at the main facility. This back-up facility must be capable of producing Official NYS Prescription forms at the quantity and exactly according to the specifications stated herein. All security features for document handling and for the technical environment of the main facility must be in place at this back-up location. The back-up location must be able to produce the Official NYS Prescription forms within 48 hours of the failure of the main facility.

The disaster recovery plan and procedures will at least provide for the following:

1. Assuming the loss of the contractor's primary processing or operational site, resumption of the processing of contractor's services within 48 hours;
2. Backup procedures and support to accommodate the loss of on-line communications between the contractor's processing site and the DOH. These procedures must specify an alternate location for back-up procedures;
3. A detailed file backup plan and procedures, including the off-site storage of crucial transactions and master files. The plan and procedures will include a detailed schedule for backing-up critical files and their rotation to an off-site storage facility. The off-site storage facility will also provide for comparable security of the data stored there, including fire, sabotage and environmental considerations;
4. The maintenance of current system documentation and source program libraries at an off-site location and at the DOH; and
5. The availability of the disaster recovery plan and procedures for review by DOH on request.

DISASTER RECOVERY TESTING:

The contractor shall routinely conduct disaster backup testing, to test the backup facility requirements as follows:

1. The contractor shall perform an initial disaster recovery test at the backup facility(s)

secured within sixty (60) calendar days of the start of operations. A minimum of one (1) disaster recovery test shall be performed every twelve (12) months thereafter at the backup facility(s) secured by the contractor. The DOH shall have sole discretion in determining the extent of each of the disaster recovery tests.

2. At the option of the DOH, DOH personnel may be present during the disaster recovery tests to monitor the process and the results. Provision shall be made for DOH personnel to have access to the disaster recovery facility computer room. All test results must be made available to the DOH.
3. Formal written agreements shall be made for all disaster recovery services and shall be presented to the DOH for approval prior to execution. Any changes to these agreements must receive prior written approval of the DOH.

TRACERS:

Contractor is responsible for tracing orders not received, claims filed for non-receipt, and providing credit to DOH for the cost of orders not received. For orders not older than 3 months, tracers should be initiated by the contractor within 24 hours. Contractor is responsible for providing DOH with a written report within 24 hours of contractor becoming aware of orders not received by the requestor.

LIQUIDATED DAMAGES:

It is acknowledged that the contractor's failure to ship prescription forms, within seven (7) New York State recognized business days of receipt of any order by contractor provided by the contract documents, will cause the State to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the State of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the contractor agrees that liquidated damages may be assessed and recovered by the State as against contractor and its Surety, in the event of contract non-compliance and without the State being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore contractor shall be liable to the State for payment of liquidated damages in the amount of One Thousand Dollars (\$1,000) for each day per incident that delivery is delayed beyond the contract time as adjusted for time extensions provided by the contract documents. In instances where prescription forms are unavailable for shipment (i.e., stock out), the contractor shall be liable to the State in the amount of Five Thousand Dollars (\$5,000) for each day, per item. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and contractor shall pay them to the State without limiting State's right to terminate this agreement for default as provided elsewhere herein.

4.3. Security Requirements

Contractor shall ensure compliance with all applicable DOH, New York State, and NYS Information Technology Services standards. Contractor is responsible for keeping apprised of all such current standards.

GENERAL

1. Bidder, as part of this bid, must designate the means by which they propose to guard against the loss of forms during the process of manufacture, storage, imprinting and delivery to designated recipients.
2. Contractor shall guarantee that only one copy of each serially numbered set will be produced. NO DUPLICATE OR MISSING NUMBERS ARE ACCEPTABLE.

PERSONNEL

1. All new hires and temporary employees must pass a background investigation and a drug screening test.
2. All information system privileges are promptly terminated at the time an employee ceases to provide services to the company.

3. All contractors and temporary employees must enter the building through the front lobby, sign in and receive an electronic badge that must always be worn.
4. All contractors must be accompanied at all times when in the building.

DOCUMENT SECURITY

1. All negotiable documents associated with this program must be stored in a secure room or caged area with restricted access at all times. Access to the secure room requires electronic controlled access consisting of proximity card and keypad with assigned pin number.
2. Sensitive material waste must be kept in locked carts with coded security seals for removal to secure destruction area of the facility. Separation of duties must be in place for the waste destruction of sensitive material.
3. All samples and test documents on secure materials must be properly "voided" before being distributed outside the production process.
4. During the process of printing, handling, imprinting, packaging and distribution, the contractor shall provide an area of limited access for security purposes.
5. All printing and imprinting plates must also be stored in a secured area in a locked safe for the duration of the contract period, and/or be destroyed after use at the direction of the plant operation's manager.
6. A Plate Log must be maintained.
7. A Destruction Record for Plates must be maintained.
8. Building security must include controlled access with two forms of security, as described above. The security system employed must be subject to unannounced inspections by the DOH.
9. The self-contained production area must be monitored by a dedicated camera 24 hours a day, 7 days a week. Digital image recordings must be archived on a secure hard drive within the system for a minimum period of 100 days. The recordings must be at a minimum rate of 15 frames per second. All information being stored on the computer/server must be secured and meet DOH security standards for DOH database or files.
10. All areas must be accessible to a 3rd party independent quality control contractor selected by the DOH. The quality control contractor may also make unannounced/unscheduled visits to verify the security and operational aspects mandated by the DOH are being employed. The contractor will address all issues brought forth by the quality control contractor and by the DOH.
11. Plant security must include digital camera surveillance of the entire production facility. Cameras should be strategically located around the plant interior and exterior with all entrance and exit points monitored. Surveillance cameras must be color. Digital images must be archived for a minimum period of 100 days. Supervisory personnel must have the ability to monitor activities via live video and access archived video through the control equipment.

TECHNICAL ENVIRONMENT/COMPUTER SECURITY

1. Robust encryption management process for managing data transfers both internally and externally must be in place.
2. Back up data must be secured at all times and must be maintained off site.
3. Back up data must be tested to ensure recoverability and procedures must be in place to request/approve restoration of data from back up.
4. If requested, prospective bidders must provide a current Statement of Auditing Standards (SAS) No. 70 formal audit report or equivalent audit report with auditor opinion for the primary production facility.
5. All systems must be equipped with password protected screen savers.
6. All systems must be protected by anti-virus software.
7. Unique user-ID must be established for every individual needing to access computer systems.
8. User ID's must be administered from a central networking group.

9. Systems must electronically enforce ID password changes every 90 days
10. Test data must be managed with procedures that protect security and confidentiality.
11. Formal incident response program must be in place.
12. All access must be restricted to a centralized network area with appropriate firewall and virus protection.
13. All network connections from an external network (e.g. web-based) must be made through a centrally administered access point (dual firewalls) that ensures only authorized users and information packets come in contact with internal systems associated with this program.

MANDATORY APPLICATION STANDARDS (S04-001):

The NYS Enterprise Information Security Office (EISO) has specific rules on communications and web page development protocols that must be adhered to by State offices and any entity that does development on behalf of NYS. See <https://its.ny.gov/eiso>.

5. ADMINISTRATIVE INFORMATION

The following administrative information will apply to this IFB. Failure to comply fully with this information may result in disqualification of your bid.

5.1. Restricted Period

“Restricted period” means the period of time commencing with the earliest written notice, advertisement, or solicitation of a Request for Proposals (“RFP”), Invitation for Bids (“IFB”), or solicitation of proposals, or any other method for soliciting a response from Bidders intending to result in a procurement contract with DOH and ending with the final contract award and approval by DOH and, where applicable, final contract approval by the Office of the State Comptroller.

This prohibition applies to any oral, written, or electronic communication under circumstances where a reasonable person would infer that the communication was intended to influence this procurement. Violation of any of the requirements described in this Section may be grounds for a determination that the bidder is non-responsible and therefore ineligible for this contract award. Two violations within four years of the rules against impermissible contacts during the “restricted period” may result in the violator being debarred from participating in DOH procurements for a period of four years.

Pursuant to State Finance Law §§ 139-j and 139-k, the Department of Health identifies a designated contact on face page of this IFB to whom all communications attempting to influence this procurement must be made.

5.2. Questions

There will be an opportunity available for submission of written questions and requests for clarification pertaining to this IFB. All questions and requests for clarification of this IFB should cite the relevant IFB, IFB number, section and paragraph number where applicable and must be submitted via email to RXIFB@health.ny.gov. It is the bidder’s responsibility to ensure that email containing written questions and/or requests for clarification is received at the above address no later than the Deadline for Submission of Written Questions as specified in [Section 1](#). (Calendar of Events). Questions received after the deadline may **not** be answered.

5.3. Right to Modify IFB

DOH reserves the right to modify any part of this IFB, including but not limited to, the date and time by which bids must be submitted and received by DOH, at any time prior to the Deadline for Submission of Bids listed in [Section 1](#). (Calendar of Events). Modifications to this IFB shall be made by issuance of amendments and/or addenda.

Prior to the Deadline for Submission of Bids, any such clarifications or modifications as deemed necessary by DOH will be posted to the DOH website.

If the bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this IFB, the Bidder shall immediately notify DOH of such error in writing at RXIFB@health.ny.gov and request clarification or modification of the document.

If, prior to the Deadline for Submission of Bids, a bidder fails to notify DOH of a known error or an error that reasonably should have been known, the bidder shall assume the risk of bidding. If awarded the contract, the bidder shall not be entitled to additional compensation by reason of the error or its correction.

5.4. Payment

Invoicing will occur on a monthly basis with the format to be determined by NYSDOH. An invoice shall be sent for the prior month's shipped product (product on order, but not shipped will not be invoiced or paid). The contractor shall submit invoices and/or vouchers to the State's designated payment office. The Preferred Method is to Email a .pdf copy of your signed voucher to the BSC at:

AccountsPayable@ogs.ny.gov with a subject field; Subject: **Unit ID: 3450356 Contract # TBD**

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

**NYS Department of Health
Unit ID 3450356
c/o NYS OGS BSC Accounts Payable
Building 5, 5th Floor
1220 Washington Ave.
Albany, NY 12226-1900**

Payment for invoices and/or vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epayments@osc.state.ny.us or by telephone at 518-474-6019. CONTRACTOR acknowledges that it will not receive payment on any invoices and/or vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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

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

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

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

Pricing is net F.O.B. destination to any point in New York State including inside delivery to Practitioner's or Institution's door and shall include all charges. Contractor must obtain a signed receipt from an authorized person or delivery cannot be made. If delivery cannot be made, then a card or notice shall be left informing the intended recipient where to pick up their order.

Unit pricing is all inclusive of all requirements specified herein. Separate invoicing will not be permitted under any circumstances for:

1. Development effort that contractor must perform to meet the requirements of the contract specifications.
 2. Call center service and support.
 3. Costs associated with production (including but not limited to destructions, returns, shipping, and rush service).
 4. Software or hardware service fees, licenses or maintenance fees.
 5. Travel or other business expenses related to successful execution of this contract.
 6. Internal policies and procedures implemented in support of this program (including but not limited to drug screening, background checks, internal audits, secure storage, locked cabinets, security guards, security cameras throughout manufacturing process, and color camera surveillance of the production areas).
 7. Shipping policies required of this program include but are not limited to signature receipt for residential delivery.
 8. Secure transportation between contractor's facilities.
- Chosen contractor cannot for any reason increase the original price submitted with this bid specification for the first 3 years of the contract period.

Price Adjustment Clause

The pricing for years four (4) and five (5) of the contract is subject to an annual increase or decrease of the lesser of three percent (3%) or the percent increase or decrease in the National Consumer Price Index for All Urban Consumers (CPI-U) Series ID: CUUR0000SAS, CUUS0000SAS, U.S. City Average Services, published by the United States Bureau of Labor Statistics, Washington, D.C., 20212 for the 12 month period ending ninety (90) days prior to the renewal date for years *four (4) and five (5) of the contract*.

5.5. Minority & Woman-Owned Business Enterprise Requirements

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

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority-and women-owned business enterprises in state procurement contracting versus the number of minority-and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of

these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that DOH establish goals for maximum feasible participation of New York State Certified minority- and women – owned business enterprises (“MWBE”) and the employment of minority groups members and women in the performance of New York State contracts.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, DOH hereby establishes an overall goal of **0%** for MWBE participation, **0%** for Minority-Owned Business Enterprises (“MBE”) participation and **0%** for Women-Owned Business Enterprises (“WBE”) (based on the current availability of qualified MBEs and WBEs and outreach efforts to certified MWBE firms).

5.6. Equal Employment Opportunity (EEO) Reporting

By submission of a bid in response to this solicitation, the Bidder agrees with all of the terms and conditions of [Attachment 8](#) Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. Additionally, the successful bidder will be required to certify they have an acceptable EEO (Equal Employment Opportunity) policy statement in accordance with Section III of Appendix M in [Attachment 8](#).

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

The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the “Work”), except where the Work is for the beneficial use of the Contractor, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

To ensure compliance with this Section, the Bidder should submit with the bid or proposal an Equal Employment Opportunity Staffing Plan ([Attachment 5](#), Form #4) identifying the anticipated work force to be utilized on the Contract. Additionally, the Bidder should submit a Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement ([Attachment 5](#), Form # 5), to DOH with their bid.

5.7. Sales and Compensating Use Tax Certification (Tax Law, § 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.

The successful Bidder must file a properly completed Form ST-220-CA with the Department of Health and Form ST-220-TD with the DTF. These requirements must be met before a contract may take effect. Further information can be found at the New York State Department of Taxation and Finance's website, available through this link: <http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf>. Forms are available through these links:

- ST-220 CA: http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf
- ST-220 TD: http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf

5.8. Contract Insurance Requirements

Prior to the start of work under this Contract, the CONTRACTOR shall procure, at its sole cost and expense, and shall maintain in force at all times during the term of this Contract, insurance of the types and in the amounts set forth in [Attachment 8](#), the New York State Department of Health Contract, Section IV.

5.9. Subcontracting

Bidder's may propose the use of a subcontractor for the required call center. The Contractor shall obtain prior written approval from NYSDOH before entering into an agreement for services to be provided by a subcontractor. The Contractor is solely responsible for assuring that the requirements of this IFB are met. All subcontracts shall contain provisions specifying that the work performed by the subcontractor must be in accordance with the terms of the prime contract, and that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the agreement between the DOH and the Contractor. DOH reserves the right to request removal of any bidder's staff or subcontractor's staff if, in DOH's discretion, such staff is not performing in accordance with the Agreement. Subcontractors whose contracts are valued at or above \$100,000 will be required to submit the Vendor Responsibility Questionnaire upon selection of the prime contractor.

5.10. DOH's Reserved Rights

The Department of Health reserves the right to:

1. Reject any or all bids received in response to the IFB;
2. Withdraw the IFB at any time, at the agency's sole discretion;
3. Make an award under the IFB in whole or in part;
4. Disqualify any bidder whose conduct and/or bid fails to conform to the requirements of the IFB;
5. Seek clarifications and revisions of bids;
6. Use bid information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the IFB;
7. Prior to the bid opening, amend the IFB specifications to correct errors or oversights, or to supply additional information, as it becomes available;

8. Prior to the bid opening, direct bidders to submit bid modifications addressing subsequent IFB amendments;
9. Change any of the scheduled dates;
10. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
11. Waive any requirements that are not material;
12. Negotiate with the successful bidder within the scope of the IFB in the best interests of the state;
13. Conduct contract negotiations with the next responsible bidder, should the Department be unsuccessful in negotiating with the selected bidder;
14. Utilize any and all ideas submitted in the bids received;
15. Every offer shall be firm and not revocable for a period of three hundred and sixty-five days (365) from the bid opening, to the extent not inconsistent with section 2-205 of the uniform commercial code. Subsequent to such three hundred and sixty-five days (365), any offer is subject to withdrawal communicated in a writing signed by the bidder; and,
16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a bidder's bid and/or to determine a bidder's compliance with the requirements of the solicitation.

5.11. Freedom of Information Law ("FOIL")

All bids may be disclosed or used by DOH to the extent permitted by law. DOH may disclose a bid to any person for the purpose of assisting in evaluating the bid or for any other lawful purpose. All bids will become State agency records, which will be available to the public in accordance with the Freedom of Information Law. **Any portion of the bid that a Bidder believes constitutes proprietary information entitled to confidential handling, as an exception to the Freedom of Information Law, must be clearly and specifically designated in the bid as directed in [Section 6.2.6 of the IFB](#).** If DOH agrees with the proprietary claim, the designated portion of the bid will be withheld from public disclosure. Blanket assertions of proprietary material will not be accepted, and failure to specifically designate proprietary material may be deemed a waiver of any right to confidential handling of such material.

5.12. Lobbying

Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005, made significant changes as it pertains to development of procurement contracts with governmental entities. These changes include:

- a) making 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) requiring 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) requiring 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) authorizing the New York State Commission on Public Integrity, (now New York State Joint Commission on Public Ethics), 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) directing 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) requiring the timely disclosure of accurate and complete information from offerers with respect to determinations of non-responsibility and debarment; (Bidders responding to this IFB should submit a completed and signed [Attachment 1](#), "Prior Non-Responsibility Determination".)
- g) increasing the monetary threshold which triggers a lobbyist's obligation under the Lobbying Act from \$2,000 to \$5,000; and
- h) establishing the Advisory Council on Procurement Lobbying.

Subsequently, Chapter 14 of the Laws of 2007 amended the Lobbying Act of the Legislative Law, particularly as it related to specific aspects of procurements as follows: (i) prohibiting lobbyists from entering into retainer agreements on the outcome of government grant making or other agreement involving public funding; and (ii) reporting lobbying efforts for grants, loans and other disbursements of public funds over \$15,000.

The most notable, however, was the increased penalties provided under Section 20 of Chapter 14 of the Laws of 2007, which replaced old penalty provisions and the addition of a suspension option for lobbyists engaged in repeated violations. Further amendments to the Lobbying Act were made in Chapter 4 of the Laws of 2010.

Questions regarding the registration and operation of the Lobbying Act should be directed to the New York State Joint Commission on Public Ethics.

5.13. State Finance Law Consultant Disclosure Provisions

In accordance with New York State Finance Law Section 163(4)(g), State agencies must require all contractors, including subcontractors, that provide consulting services for State purposes pursuant to a contract to submit an annual employment report for each such contract.

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

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

State Consultant Services Form A: Contractor's Planned Employment and Form B: Contractor's Annual Employment Report may be accessed electronically at:

<http://www.osc.state.ny.us/agencies/forms/ac3271s.doc> and
<http://www.osc.state.ny.us/agencies/forms/ac3272s.doc>.

5.14. Debriefing

Once an award has been made, bidders may request a debriefing of their bid. Please note the debriefing will be limited only to the vendor's bid and will not include any discussion of other bids. Requests must be received no later than fifteen (15) business days from date of award or non-award announcement.

5.15. Protest Procedures

In the event unsuccessful bidders wish to protest the award resulting from this IFB, bidders should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found

in Chapter XI Section 17 of the Guide to Financial Operations (GFO). Available on-line at: <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>

5.16. Iran Divestment Act

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the “Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the OGS website (currently found at this address: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>) and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should DOH receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, DOH will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then DOH shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default. DOH reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

5.17. Piggybacking

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

5.18. Encouraging Use of New York Businesses in Contract Performance

Public procurements can drive and improve the State’s economic engine through promotion of the use of New York businesses by its contractors. New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. All bidders should complete [Attachment 6](#), Encouraging Use of New York Businesses in Contract Performance, to indicate their intent to use/not use New York Businesses in the performance of this contract.

5.19. Participation Opportunities for NYS Certified Service-Disabled Veteran-Owned Businesses

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOBs”), thereby further integrating such businesses into New York State’s economy. DOH recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of DOH contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and

expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, DOH conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/veterans/>

Bidders are encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

5.20. Vendor Assurance of No Conflict of Interest or Detrimental Effect

All bidders responding to this solicitation should submit [Attachment 4](#) to attest that their performance of the services outlined in this IFB does not create a conflict of interest and that the bidder will not act in any manner that is detrimental to any other State project on which they are rendering services.

5.21. Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics. In accordance with Executive Order No. 177, the Offeror certifies that they do not have institutional policies or practices that fail to address those protected status under the Human Rights Law.

6. BID FORMAT AND CONTENT

Bidders responding to this IFB must satisfy all requirements stated in this IFB. All Bidders are requested to submit complete Bid packages. A bid that is incomplete in any material respect may be rejected.

To expedite review of the bids, Bidders are requested to submit bids as summarized in [Attachment A](#), Bid Submittal Document Checklist. This separation of information will facilitate the review of the material requested. No information beyond that specifically requested is required, and Bidders are requested to keep their submissions to the shortest length consistent with making a complete presentation of qualifications.

DOH will not be responsible for expenses incurred in preparing and submitting the Bid Packages. Such costs should not be included in the Bid.

6.1. Mandatory Bid Requirements

The purpose of the Mandatory Bid Requirements is to demonstrate the qualifications, competence, and capacity of the Bidder to provide the commodity or services contained in this IFB. The following outlines the required information to be provided by the Bidders. The information requested should be provided in the prescribed format. Responses that do not follow the prescribed format may be eliminated from consideration. All responses to the IFB are subject to verification for accuracy.

6.1.1. Bidders Minimum Qualifications to Propose

Bidders must be able to meet all the requirements stated in Section 3.0 of this IFB. The bidder must submit documentation that provides sufficient evidence of meeting the minimum qualifications to propose. This documentation may be in any format needed to demonstrate how they meet the minimum qualifications to propose.

- A minimum of 3 years verifiable experience producing and distributing multiple product types of serialized, secure, forge proof prescription forms to authorized prescribers, group practices and institutions; and
- A minimum of 3 years verifiable experience systematically tracking the distribution of serialized, secure, forge proof prescription forms to authorized prescribers, group practices and institutions; and
- A minimum of 3 years verifiable experience processing orders for multiple product types of prescription forms from authorized prescribers, group practices and institutions. Orders may be placed manually or online. Experience providing technical assistance to prescribers on ordering prescription forms; and
- A minimum of 3 years verifiable experience with storage of secure forms and delivery of secure forms; and
- Bidder has the equipment, facilities and resources necessary to produce and deliver the secure forms specified herein.

6.1.2. Bid Form

Bidder must submit a completed and signed [Attachment B – Bid Form](#). The Bid Form must comply with the format and content requirements as detailed in this document and in Attachment B. Failure to comply with the format and content requirements may result in disqualification.

The prices bid must cover the cost of furnishing all of the said products or services specified in this IFB, including but not limited to materials, equipment, profit and labor to the satisfaction of the Department of Health and the performance of all work set forth in said specifications.

Bidders must provide a price for all products in sizes and quantities exactly as listed in **Bid Form - Attachment B**. Bids which do not include a price for all products will be disqualified. Bids which add alternative products, quantities or sizes will be disqualified.

6.2. Other Bid Documents

6.2.1. Bidder's Disclosure of Prior Non-Responsibility Determinations

Submit a completed and signed [Attachment 1](#), "Bidder's Disclosure of Prior Non-Responsibility Determination".

6.2.2. Vendor Responsibility Questionnaire

Complete, certify, and file a New York State Vendor Responsibility Questionnaire. DOH recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions at http://www.osc.state.ny.us/vendrep/info_vsystem.htm or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the OSC Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us.

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website, www.osc.state.ny.us/vendrep, or may contact the Office of the State Comptroller's Help Desk for a copy of the paper form. Bidder's should complete and submit the Vendor Responsibility Attestation, [Attachment 3](#).

6.2.3. Conflict of Interest or Detrimental Effect (SEE IFB 5.20 IN IFB ADD NEW SECTION ABOVE)

Submit [Attachment 4](#), Vendor's Assurance of No Conflict of Interest or Detrimental Effect, which includes information regarding the Bidder, members, shareholders, parents, affiliates or subcontractors. [Attachment 4](#) must be signed by an individual authorized to bind the Bidder contractually.

6.2.4.

Submit completed Form #1 and/or Form #2, Form #4 and Form #5 as directed in [Attachment 5](#), "New York State DOH M/WBE IFB Required Forms".

6.2.5. Encouraging Use of New York Businesses in Contract Performance

Submit [Attachment 6](#) "Encouraging Use of New York State Businesses in Contract Performance" to indicate which New York State Businesses you will use in the performance of the contract.

6.2.6. Freedom of Information Law – Bid Redactions

Bidders must clearly and specifically identify any portion of the bid that a Bidder believes constitutes proprietary information entitled to confidential handling as an exception to the Freedom of Information Law. See [Section 5.11](#), (Freedom of Information Law).

6.2.7. Bidder's Certified Statements

Submit [Attachment 7](#), "Bidder's Certified Statements", which includes information regarding the Bidder. [Attachment 7](#) must be signed by an individual authorized to bind the Bidder contractually. Please indicate the title or position that the signer holds with the Bidder. DOH reserves the right to reject a bid that contains an incomplete, unsigned or no [Attachment 7](#).

6.2.8. References

Provide references using [Attachment 9](#), (References) for two (2) (*insert your information here*). Provide firm names, addresses, contact names, telephone numbers, and email addresses.

6.2.9. EO 177 Prohibiting Contracts with Entities that Support Discrimination

Submit [Attachment 11](#) certifying that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law

6.2.10. Technical Response Form

The technical Bid Specification Response Form must provide satisfactory evidence of the Bidder's ability to meet, and expressly respond to, each requirement and information requested in this IFB in Section 4.0 Detailed Specifications as outlined in the document. Bidder must respond to each required element where verification of a process is requested.

7. BID SUBMISSION

7.1. The table below outlines the requested format and volume for submission of each part. Bids should be submitted in all formats as prescribed below.

	Electronic Submission	Paper Submission
Bid Package	2 dedicated flash drives or CDs labeled with bidder's name and IFB Number/IFB Title containing standard searchable PDF file(s) with copy/read permissions only.	4 Originals 6 Copies

- 7.1.1. All hard copy bid materials should be printed on 8.5" x 11" white paper (single sided), be clearly page numbered on the bottom of each page with appropriate header and footer information and presented separately, in three-ring binders if necessary. A type size of eleven (11) points or larger should be used;
- 7.1.2. The Bid submission should be submitted in a sealed envelope or box.
- 7.1.3. Where signatures are required, the bids designated as originals should have a handwritten signature and be signed in blue ink;
- 7.1.4. The NYSDOH discourages overly lengthy bids. Therefore, marketing brochures, user manuals or other materials, beyond that sufficient to present a complete bid, are not desired. Elaborate artwork or expensive paper is not necessary or desired. In order for the NYSDOH to evaluate bids fairly and completely, bids should follow the format described in this IFB and provide all requested information;
- 7.1.5. Audio and/or videotapes are not allowed. Any submitted audio or videotapes will be ignored by the evaluation team; and
- 7.1.6. In the event that a discrepancy is found between the electronic and hardcopy bid, the original hardcopy #1 will prevail.

The complete bid must be received by the NYSDOH, no later than the Deadline for Submission of Bids specified in [Section 1](#), (Calendar of Events). Late bids will not be considered.

Bids should be submitted in a clearly labeled package, prepared in accordance with the requirements stated in this IFB. Mark the outside envelope of bid as "IFB# 18819 Forge Proof Prescription Program".

Bids must be submitted, by U.S. Mail, by courier/delivery service (e.g., FedEx, UPS, etc.) or by hand as noted below, in a sealed package to:

Department of Health
 IFB # 18819 – FORGE PROOF PRESCRIPTION PROGRAM
 Attention: Tania Tinley White
 Bureau of Narcotic Enforcement
 Riverview Center
 150 Broadway
 Albany, NY 12204

NOTE: You should request a receipt containing the time and date received and the signature of the receiver for all hand-deliveries and ask that this information also be written on the package(s).

Submission of bids in a manner other than as described in these instructions (e.g., fax, electronic transmission) will not be accepted.

7.2. No Bid Form

Bidders choosing not to bid are requested to complete the No-Bid form [Attachment 2](#).

8. METHOD OF AWARD

At the discretion of the Department of Health, all bids may be rejected. The Department will award one contract as described in this IFB to the responsible and responsive bidder who offers the lowest total bid price.

Tied bidders will be given the opportunity to provide their best and final bid price to the Department, and after evaluation of these revised bids, the award will then be made to the lowest bidder.

8.1. General Information

Once a bidder is selected, the Department of Health will issue a contract to the vendor. In order to be considered responsible and responsive, the bid must include all Invitation for Bid (IFB) required documents and meet the minimum qualifications as stated in the IFB.

Bidders may be requested by DOH to clarify the contents of their bids. Other than to provide such information as may be requested by DOH, no Bidder will be allowed to alter its bid after the Deadline for Submission of Proposals listed in [Section 1](#). (Calendar of Events).

8.2. Submission Review

DOH will examine all bids that are received in a proper and timely manner. The bid containing the lowest total price offered will be further evaluated to determine if it meets all bid submission requirements, as described in [Section 6](#). (Bid Format and Content) and [Section 7](#). (Bid Submission) for award. That process will be followed until an award is made.

8.3. Reference Checks

The Bidder should submit two (2) references using [Attachment 9](#) (References). At the discretion of the Department, references may be checked at any point during the process to verify bidder qualifications to propose (Section 3.0).

8.4. Award Recommendation

The Evaluation Committee will submit a recommendation for award to the responsible and responsive Bidder with the lowest total bid.

The Department will notify the awarded Bidder and Bidders not awarded. The awarded Bidder will enter into a written Agreement substantially in accordance with the terms of [Attachment 8](#), DOH Agreement, to provide the required services as specified in this IFB. The resultant contract shall not be binding until fully executed and approved by the New York State Office of the Attorney General and the Office of the State Comptroller.

9. ATTACHMENTS

The following attachments are included in this IFB and are available via hyperlink or can be found at: <https://www.health.ny.gov/funding/forms/>.

1. [Bidder's Disclosure of Prior Non-Responsibility Determination](#)
2. [No-Bid Form](#)
3. [Vendor Responsibility Attestation](#)
4. [Vendor Assurance of No Conflict of Interest or Detrimental Effect](#)

5. [Guide to New York State DOH M/WBE Required Forms & Forms](#)
6. [Encouraging Use of New York Businesses in Contract Performance](#)
7. [Bidder's Certified Statements](#)
8. [DOH Agreement](#) (Standard Contract)
9. [References](#)
10. [Diversity Practices Questionnaire](#)
11. [Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination](#)

The following attachments are attached and included in this IFB:

- A. Proposal Document Checklist
- B. Bid Form
- C. Technical Response Form

**ATTACHMENT A
BID PACKAGE CHECKLIST**

Please reference Section 4.1 for the appropriate format and quantities for each proposal submission.

IFB # 18819 – FORGE PROOF PRESCRIPTION PROGRAM		
FOR THE MANDATORY BID REQUIREMENTS		
IFB §	SUBMISSION	INCLUDED
		<input checked="" type="checkbox"/>
§ 6.1.2	Documentation of Bidder’s Eligibility (Requirement)	<input type="checkbox"/>
§ 6.1.3	Attachment B- Cost Proposal (Requirement)	<input type="checkbox"/>
§ 6.1.4	<<List any Required Attachments to Complete >>	<input type="checkbox"/>
FOR THE OTHER BID DOCUMENTS		
§ 6.2.1	Attachment 1 – Bidder’s Disclosure of Prior Non-Responsibility Determinations, completed and signed.	<input type="checkbox"/>
§ 6.2.3	Attachment 3- Vendor Responsibility Attestation	<input type="checkbox"/>
§ 6.2.4	Attachment 4 - Vendor Assurance of No Conflict of Interest or Detrimental Effect	<input type="checkbox"/>
§ 6.2.5	Attachment 5 - M/WBE Participation Requirements	<input type="checkbox"/>
	Attachment 5 - Form 1	<input type="checkbox"/>
	Attachment 5 - Form 2 (If Applicable)	<input type="checkbox"/>
	Attachment 5 - Form 4	<input type="checkbox"/>
	Attachment 5 - Form 5 (If Applicable)	<input type="checkbox"/>
§ 6.2.6	Attachment 6- Encouraging Use of New York Businesses	<input type="checkbox"/>
§ 6.2.7	Attachment 7 - Bidder’s Certified Statements, completed & signed.	<input type="checkbox"/>
§ 6.2.8	Attachment 9 – References	<input type="checkbox"/>
§ 6.2.9	Attachment 11 - Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination	<input type="checkbox"/>
§ 6.2.10	Bid Specifications Response/ Narrative	<input type="checkbox"/>
§ 6.2.11	<<List any Attachments Requested. to Complete >>	<input type="checkbox"/>

ATTACHMENT B - BID FORM

FORGE PROOF PRESCRIPTION PROGRAM

IFB #18819

PLEASE TYPE (BLACK INK) WHEN PREPARING YOUR BID. BE SURE YOU HAVE ADDED YOUR COMPANY'S NAME IN THE BOX

Bidder

DOH 2041 OFFICIAL NEW YORK STATE PRESCRIPTION One Part Form Bound (as described herein) including one reorder form (DOH-250) with each order	Unit Price	Estimated Quantity	Total
Item 1: One-Part Prescription Pads (Two versions - Practitioner & Institution)	\$_____/Pads	_____	\$_____
Item 2: Laser Sheets (1-Up Version)	\$_____/Forms	_____	\$_____
Item 3: Laser Sheets (4-Up Version)	\$_____/Forms	_____	\$_____
Item 4: Thermal Rolls	\$_____/Rolls	_____	\$_____
Item 5: Intermec Thermal Rolls	\$_____/Rolls	_____	\$_____
<i>Grand Total Bid</i>			\$_____

There is no guarantee of actual order quantities.
 Payment shall be based upon the actual number of orders.
 There is no minimum quantity requirement per order of pads, forms, and/or rolls.

Print Name of Signatory: _____

Title: _____

Bidder's Signature: _____ Date: _____