



# Department of Health

## Invitation for Bids

**C043028**

### **Forge Proof Prescription Program**

**Issued: October 13, 2026**

#### **PERMISSIBLE SUBJECT MATTER CONTACT:**

Pursuant to State Finance Law § 139-j(3)(a), the New York State Department of Health (hereinafter referred to as the “**Department**”) identifies the following allowable person to contact for communications related to the submission of written bids, written questions, pre-bid questions, and debriefings.

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

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## 1. CALENDAR OF EVENTS

| <b>C043028 – Forge Proof Prescription Program</b>       |                                                                               |
|---------------------------------------------------------|-------------------------------------------------------------------------------|
| <b><u>EVENT</u></b>                                     | <b><u>DATE</u></b>                                                            |
| Issuance of Invitation for Bids                         | October 13, 2026                                                              |
| Deadline for Submission of Written Questions            | Questions Due By<br><b>October 27, 2026 by 4:00 p.m. ET</b>                   |
| Responses to Written Questions Posted by the Department | Responses to be Posted<br><b>On or About November 10, 2026</b>                |
| Deadline for Submission of Bids                         | Bids Due on <b>Or</b> Before Date<br><b>November 24, 2026 by 4:00 p.m. ET</b> |
| <u>Anticipated</u> Contract Start Date                  | 8/1/2027                                                                      |
| <u>Anticipated Incumbent Contract Start Date</u>        | 9/1/2027                                                                      |

## 2. Overview

Through this Invitation for Bids (“IFB”), the Department is seeking competitive bids from (a) qualified organization(s) to produce and deliver serialized, secure, forge proof prescription forms to prescribers in New York State (“NYS”). The organization will also be required to provide 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](#). (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 New York State Official 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 valuable prescriptions is necessary. A call center to assist prescribers with ONYSRx orders is also needed.

## 2.2 Important Information

The Bidder **must** review, and is requested to have its legal counsel review, [Attachment 8](#), the Department of Health Agreement (Standard Contract), as the successful Bidder must be willing to enter into the Contract awarded pursuant to this IFB in the terms of [Attachment 8](#), **subject only to any amendments to the Standard Contract agreed by the Department during the Question and Answer Phase of this IFB** (see, [Section 5.2](#)). Please note that this IFB and the awarded Bidder's Bid 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, terms and conditions 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 the Department and the successful Bidder. By submitting a response to this IFB, the Bidder agrees to comply with all the provisions of the Contract, including all of the provisions of Appendix A.

Note, [Attachment 7](#), the Bidder's Certified Statements, **must** be submitted by each Bidder 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, including, without limitation, [Attachment 8](#). It also includes a statement that the Bidder acknowledges that, should any alternative proposals or extraneous terms be submitted with its Bid, such alternate proposals or extraneous terms will not be evaluated by the Department.

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](#), (Calendar of Events). Any such qualifications or exceptions that are not proposed prior to the deadline for the submission of written questions will not be considered by the Department after contract award. Any amendments the Department makes to the IFB as a result of questions and answers will be publicized on the Department's website and will be available and applicable to all Bidders equally.

## 2.3. Term of Agreement

The term of the Contract that will be entered into pursuant to this IFB between the Department and the successful Bidder 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).

The pricing for years four (4) and five (5) of the Contract is subject to an annual increase or decrease as described in [Section 4.8 \(Payment\)](#).

## 3. Minimum Qualifications to Bid

The Department will accept bid proposals from Bidders with the following type and level of experience as a prime contractor:

- A minimum of 3 years experience producing, distributing and systematically tracking the distribution of multiple product types of serialized, secure, forge proof prescription forms to authorized prescribers, group practices and institutions
- A minimum of 3 years experience processing manual or online orders for multiple product types of secure forms
- A minimum of 3 years experience in the operation of a call center providing technical assistance to medical prescribers
- A minimum of 3 years experience with storage of secure forms and delivery of secure forms

Experience acquired concurrently is considered acceptable.

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.

### 3.3. References

Provide references using [Attachment 9 \(References\)](#) for two Business Entities that the Bidder has provided secure form production services for in the past ten (10) years. Provide firm names, addresses, contact names, telephone numbers, and email addresses as well as the date range of services provided.

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 successful Bidder. The selected Bidder must be able to provide all of these products or services throughout the contract term. Bidders must have 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.

**PLEASE NOTE:** To be considered responsive, a Bidder will be required to provide responses that address all of the requirements of this IFB as part of its Bid.

For purposes of this IFB, the terms “shall”, “must” and “will” are used interchangeably when describing the requirements for a Bidder’s responsive Bid or the Contractor’s duties under the Contract to be entered into between the Department and the successful Bidder.

## 4.1. Form Requirement Overview

Official NYS Prescription Forms 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. Contractor will monitor storage and self-initiate the reorder point and report to Department of Health on a bi-weekly basis.

## 4.2. Bid Requirements

### 4.2.1 Stock Quantities

| 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, 100 prescriptions per pad | 1.75 Million prescription forms                  | 700 Thousand prescription forms           |
| Item 2: Laser Sheets–1 up Version, one prescription per sheet of 2000 sheets                 | 175 Thousand prescription forms                  | 70 Thousand prescription forms            |
| Item 3: Laser Sheets–4 up Version, four prescriptions per sheet of 500 sheets                | 87.5 Thousand prescription forms                 | 35 Thousand prescription forms            |
| Item 4: Thermal Rolls, 500 prescriptions per roll of four rolls                              | 50 Thousand prescription forms                   | 20 Thousand prescription forms            |
| Item 5: Intermec Thermal Rolls, 500 prescriptions per roll of four rolls                     | 25 Thousand prescription forms                   | 10 Thousand prescription forms            |

The quantity on hand may be used to fulfill the anticipated monthly usage.

The Contractor must be able to provide an estimated minimum of 835,000 forms per month. Department of Health estimates that a minimum of 10,200,000 forms will be used annually, and therefore, 51,000,000 forms may be required during the course of the five-year contract term.

### 4.2.2 Emergency Stock

The Contractor must maintain a minimum of 1,750,000 Official New York State Prescription forms in secure storage for emergency orders that may be placed at all times. Upon 60 day written request from the Department, 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 is not reflected in Section 4.2.1 Stock Quantities and 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 Department of Health 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 department. At the end of the contract and at the discretion of Department of Health, the Contractor may be allowed to use emergency stock to fulfill orders.

### **4.3. Product Requirements**

The Contractor must provide New York State Prescription Forms that adhere to the following specifications:

#### **4.3.1 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.

#### **4.3.2 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 must begin where the previous Contractor left off as directed by the Department. 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 Department of Health.

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 Department of Health. 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.

#### **4.3.3 Composition**

The Department of Health 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. The 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 Department of Health. Samples of forms produced by

prospective bidder incorporating this feature must be submitted with the bid for performance testing prior to awarding the contract.

#### 4.3.4 Shipping Container

All forms shall be wrapped in a secure manner suitable for shipping, as approved by Department of Health. 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 the Contractor and phrase "NOT A SAMPLE".

#### 4.3.5 Item Requirements

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

| ITEM 1: <b>ONE PART PRESCRIPTION PADS (TWO TYPES - PRACTITIONER &amp; INSTITUTION)</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PRODUCT CUSTOMIZATION                                                                  | 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:                                                                         | <p><b>FRONT</b><br/>Prints 3 colors (black plus colors to be specified by Department of Health Bureau of Narcotic Enforcement 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.</p> <p><b>BACK</b><br/>Prints 3 colors (gray, white fluorescent &amp; 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</p> |

|                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                       | 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 must change color or disappear when warmed (reacts to body heat). It must 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.                                                                                                                                                                                                                                                                                                                         |

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

| <b>ITEM 2: LASER SHEETS (1-UP VERSION):</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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 must 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:                              | <p><b>FRONT</b><br/> Prints 3 colors (black plus colors to be specified by Department of Health including a friction activated ink). The friction activated (thermochromic) ink on the face should be printed in blue and must change color or disappear when warmed (reacts to body heat). It must 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".</p> <p><b>BACK</b><br/> Prints 3 colors (gray, white fluorescent &amp; a friction activated ink). "Enhanced" Laid lines - unevenly spaced and sized diagonal lines</p> |

|                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                       | 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 must change color or disappear when warmed (reacts to body heat). It must 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

#### 4.3.5.3 ITEM 3 - LASER SHEETS (4-UP VERSION)

| <b>ITEM 3 - LASER SHEETS (4-UP VERSION):</b> |                                                                                                                                                                                                                                                                                                                           |
|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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.                                                                                                                                                                                                  |

#### 4.3.5.4 ITEM 4 - THERMAL ROLLS

| <b>ITEM 4 - THERMAL ROLLS:</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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 must be submitted with the bid for testing prior to award.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| PRESSWORK/INK:        | <p>FRONT</p> <p>Prints 3 colors: black plus colors to be specified by Department of Health including a friction activated ink. The friction activated (thermochromic) ink on the face should be printed in blue and must change color or disappear when warmed (reacts to body heat). It must return to its original color (blue) when cooled. Must also contain color copy VOID Pantograph as described under COMPOSITION.</p> <p>BACK</p> <p>Prints 4 colors (gray, black, white fluorescent &amp; 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 must change color or disappear when warmed (reacts to body heat). It must return to its original color (orange) when cooled. Two timing marks are also printed in black ink on the back of each individual prescription.</p> |
| 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

#### **4.3.5.5 ITEM 5 - INTERMEC THERMAL ROLLS:**

| <b>ITEM 5 - INTERMEC THERMAL ROLLS:</b> |                                                                                                                             |
|-----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| 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 |

|                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                       | <p>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 archiveability rating such that after imaging with reasonable storage, the image will remain human readable for a minimum of 10 years. Stock samples must be submitted with the bid for testing prior to award.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| PRESSWORK/INK:        | <p><b>FRONT</b><br/> Prints 3 colors (black plus colors to be specified by Department of Health including a friction activated ink). The friction activated (thermochromic) ink on the face should be printed in blue and must change color or disappear when warmed (reacts to body heat). It must return to its original color (blue) when cooled. Must also contain color copy VOID Pantograph as described under COMPOSITION.</p> <p><b>BACK</b><br/> Prints 4 colors (gray, black, white fluorescent &amp; 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 must change color or disappear when warmed (reacts to body heat). It must 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.</p> |
| PERFORATIONS:         | Not applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| CONSTRUCTION/BINDERY: | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| PACKAGING:            | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

#### 4.4 Service Requirements

The Contractor must provide services that adhere to the following specifications:

#### **4.4.1 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 of notice of Contract award. 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 Department of Health. 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 Department of Health 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 Department of Health. 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 Department of Health, NYS Information Technology Services (ITS), and other applicable New York State requirements. The Contractor will provide appropriate staff to meet, either in-person or virtually, with both business analysts and information technology personnel assigned to Department of Health to discuss the requirements for the system in application development planning meetings at the Department of Health 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 Department of Health and ITS staff. Once the system design has been accepted by Department of Health, 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 department during this Agreement shall immediately terminate on expiration or termination of the Agreement except that Department of Health shall retain the right to the licensed use to the web-based system for a post-termination transition period of up to 30 days.

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

#### **4.4.2 System User Role Requirements**

System User Roles are needed to streamline certain types of users into specific system features and present applicable prescription 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 Bureau of Narcotic Enforcement (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 Department of Health, 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 Contractor, as well as selected BNE staff, would fill this role. Team members in the Call Center of the 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, National Provider Identifier 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 Health Commerce System 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.

#### **4.4.2.1 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.

#### **4.4.3 Application Security and External Interface Requirements**

1. The Contractor's web-based application must be capable of accepting and managing secure connections from the Department of Health, Health Commerce System.
2. Only outside connections from the department's Health Commerce 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 department's Health Commerce System will only be provided to the Contractor. Bidder should assume that user role is clearly indicated and used consistently.

4. Auto Login Functionality will be used when the user successfully enters the Department of Health, Health Commerce System. 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, United States Drug Enforcement Agency (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 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 Contractor must submit password policies and password creation guidelines for review and approval by the Department of Health Security Unit.
8. All Practitioner, Institution and Alternate users must access the Contractor's software via the Department of Health, Health Commerce System.
9. The process of registering and gaining permission to access the Department of Health, Health Commerce System will be managed by the department at no direct expense to the chosen Contractor.
10. The Contractor's application should expect 50 connections daily.

#### **4.4.4 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.

#### **4.4.5 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 Department of Health, Health Commerce System. 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 Department of Health, Health Commerce System. 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 Contractor in an electronic format to the Department of Health, Health Commerce System. 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 Department of Health 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 department 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.

#### **4.4.6 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.

#### **4.4.7 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 Department of Health 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 Department of Health 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 Department of Health would deem acceptable. The system will provide the department 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 Department of Health 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.

#### **4.4.8 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 department for minimum and maximum order quantities. The order limits must be fully customizable and maintainable by the Department of Health 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 fulfilled within one business day from the time of order.

#### **4.4.9 Product Numbering Requirements**

Contractor must ensure every prescription provided to a practitioner or institution in the State of New York will be uniquely numbered. Prescription form numbering must adhere to the following:

- Duplicate, missing, or skipped numbers are not acceptable.
- Disposition of all prescription form numbers utilized during production must be accounted for and reported to the Department of Health.
- Product numbering must be automated to minimize the potential for errors.
- Product numbering must support the base 31 numbering algorithm that has been designed by Department of Health. The algorithm will be shared with the chosen Contractor.

#### **4.4.10 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 Department of Health on the disposition of each 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 prescription product such as in stock, emergency warehouse stock or returned stock. The disposition must be reported to the department in a format currently in use by Department of Health 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 Department of Health.
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 Department of Health. No gaps in prescription serial numbers are permitted.
5. Each number must be accounted for and the disposition reported in the format currently in use by Department of Health as dictated in the business rules.
6. The numbers (ranges) allocated to each product must be reported to Department of Health 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 Department of Health 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 Department of Health 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 Department of Health.

#### **4.4.11 Order Reporting Requirements**

1. Currently Department of Health receives order information in three parts, Order Reports, Confirmation Reports and Tracking Reports. This allows Department of Health 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 Department of Health, a practitioner, the Contractor or the shipper to track the order in instances of failed or delayed delivery.
5. Each business day, the Contractor must provide the Department of Health 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 Department of Health (Health Commerce System) secure web site.
7. Specific details on the required Order, Confirmation and Tracking information will be given to the Contractor as part of the business rules.

#### **4.4.12 Order Processing Data Transmission**

The Contractor shall provide Department of Health with the order information in electronic format as stipulated by Department of Health.

#### **4.4.13 Suspicious Orders**

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

#### **4.4.14 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.

#### **4.4.15 Additional Solutions**

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

In the event the Contractor initiates, with Department of Health 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.

#### **4.4.16 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 Department of Health 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 Department of Health, Bureau of Narcotics Enforcement. 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 Department of Health, Bureau of Narcotics Enforcement.

#### **4.4.17 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, (NPI) and 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 Department of Health. All Official New York State Prescription products require numbering and barcoding in accordance with specifications herein.

#### **4.4.18 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 department, or will, at the Contractor's cost and approval by Department of Health, provide all necessary software to permit the department 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 Department of Health.
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 department 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 Department of Health to conform with the terms of the bid and provide the department with a copy of any revised documentation at no additional charge throughout the term of the contract.

#### **4.4.19 Change Control**

Any changes in software should be reported to the Department of Health regardless of the severity of the change.

The Contractor should detail how version control is performed on software changes, as well as how documentation on changes will be supplied to Department of Health.

#### **4.4.20 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.

#### **4.4.21 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.

#### **4.4.22 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 account manager or Department of Health's Official Prescription Program Manager or above. If the issue fails to be resolved between the managers, the Contractor's account executive must be made aware of the issue, the need for resolution and any negative impacts the issue has for the department 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.

#### **4.4.23 Incident Priority**

There are three levels of incident priority that will be used by Department of Health to report issues to the Contractor or to prioritize issues that have been brought to the attention of either Department of Health or the Contractor by the Practitioners, Institutions, Department of Health 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 Department of Health 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 Department of Health or the Contractor responsibilities.

#### **4.4.24 Response to Incidents**

The Contractor's account manager or such designee will respond to the issues immediately upon email receipt and assure the receipt and logging of all incidents 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.

#### **4.4.25 Call Center Requirements**

##### **4.4.25.1 STRUCTURE & EQUIPMENT**

The Contractor must provide, support and manage a toll-free centralized Call Center that meets the following requirements:

1. For security and legal reasons, the Call Center must operate within the United States.
2. Required hours of operation are Monday through Friday 8:00am to 5:00pm Eastern Standard Time.
3. The Call Center must be staffed and equipped to handle an average call volume of 560 calls per month.
4. 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.
5. Contingency plans for equipment or service failure must be in place to ensure a maximum outage period of no more than 4 hours.
6. Call Center staff must have computer equipment capable of accessing the web-based ordering system, so that customer calls can be adequately serviced.
7. Call Center facility must have electronic locks, and facility access must be controlled and audited at least annually.

##### **4.4.25.2 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 abandoned 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.

#### **4.5. 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 Department of Health. 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 Bidder 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 proposed 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.

#### **4.5.1 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.

#### **4.5.2 Returned Prescription Forms**

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

#### **4.5.3 Contract Management and Development**

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

#### **4.5.4 Proofs and Samples**

Two sets of proofs, mailing container and paper samples shall be submitted for approval to Department of Health, 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.

#### **4.5.5 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 New York State and Department of Health 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 Department of Health personnel to ensure implementation and maintenance of a high-quality operation. The Contractor must notify Department of Health of any quality control problems as they occur.

#### **4.5.6 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 Department of Health. 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 Department of Health; and

5. The availability of the disaster recovery plan and procedures for review by Department of Health on request.

#### **4.5.7 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. Department of Health shall have sole discretion in determining the extent of each of the disaster recovery tests.
2. At the option of Department of Health, department personnel may be present during the disaster recovery tests to monitor the process and the results. Provision shall be made for Department of Health personnel to have access to the disaster recovery facility computer room. All test results must be made available to Department of Health.
3. Formal written agreements shall be made for all disaster recovery services and shall be presented to the Department of Health for approval prior to execution. Any changes to these agreements must receive prior written approval from Department of Health.

#### **4.5.8 Tracers**

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

#### **4.5.9 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.

#### **4.6. Security Requirements**

Contractor shall ensure compliance with all applicable Department of Health, 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 Department of Health.
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 Department of Health security standards for Department of Health database or files.

10. All areas must be accessible to a 3rd party independent quality control contractor selected by Department of Health. The quality control contractor may also make unannounced/unscheduled visits to verify the security and operational aspects mandated by the Department of Health are being employed. The contractor will address all issues brought forth by the quality control contractor and by the Department of Health.
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>.

#### 4.7 Transition

The transition represents a period when the current contract activities performed by the Contractor must be turned over to the Department, another Department agent, or successor Contractor during

or at the end of the Contract Term. The Contractor must ensure that any transition to the Department, Departmental agency, or successor Contractor be done in a way that provides the Department with uninterrupted services. This includes a complete and total transfer of all data, files, reports, and records generated from the inception of the Contract through the end of the Contract to the Department or another Department agent should that be required during or upon expiration of its contract. The Contractor shall provide technical and business process support as necessary and required by the Department to transition and assume contract requirements to the Department or another Department agent should that be required during or at the end of the contract.

#### **4.7.1 Reversion Plan**

1. The Contractor will provide a Reversion Plan detailing how the web-based system will be transitioned to Department of Health and to a Department of Health identified successor prior to the end of the contract period (if applicable) or when such a change is warranted or /requested by Department of Health.
2. The Reversion Plan will:
  - a) Provide for an orderly and controlled transition to either Department of Health 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 Department of Health 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 Department of Health.
2. Department of Health will, as part of its routine monitoring of contractor performance, review contractor preparations for possible reversion.

#### **4.8. Payment**

Payment of invoices and/or vouchers submitted by the successful Bidder pursuant to the terms of the Contract entered into pursuant to this IFB by the Department shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms will be:

Invoicing will occur on a monthly basis with the format to be determined by NYS Department of Health. 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 Claim for Payment to the State's designated payment office:

Preferred Method: Email a .pdf copy of your signed Claim for Payment to the Business Service Center (BSC) at: [AccountsPayable@ogs.ny.gov](mailto:AccountsPayable@ogs.ny.gov) and cc to your Contract Manager with a subject field as follows:

Subject: Unit **3450356**; Contract Number **043028**

Alternate Method: Mail signed, original Claim for Payment at the following U.S. postal address:

NYS Department of Health  
Unit ID **3450356**; Contract Number **043028**  
c/o NYS OGS BSC Accounts Payable  
Building 5, 5<sup>th</sup> 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](http://www.osc.state.ny.us/epay/index.htm), by email at [epayments@osc.state.ny.us](mailto: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. The 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 will be 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) as 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 commencement date for years *four (4) and five (5) of the Contract*. Contractor wishing to exercise this option should provide written notice to the Department program/contract manager.

### **4.9. Subcontracting**

Bidders may propose the use of a subcontractor. The Contractor shall obtain prior written approval from the Department before entering into an agreement for services to be provided by a subcontractor. The Contractor is solely responsible for assuring that all the requirements of the 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 Department and the Contractor. The Department reserves the right to request removal of any Bidder's staff or subcontractor's staff if, in the Department's discretion, such staff is not performing in accordance with the Agreement.

NOTE: 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.

### **4.10. 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 Appendix, Section IV.

#### **4.11. Minority & Women-Owned Business Enterprise (M/WBE) Requirements**

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

#### **Business Participation Opportunities for M/WBEs**

For purposes of this IFB, the Department hereby establishes an overall goal of 30% for M/WBE participation, 15% for Minority-Owned Business Enterprises ("MBEs") participation and 15% for Women-Owned Business Enterprises ("WBEs"), based on the current availability of qualified MBEs and WBEs and outreach efforts to certified M/WBE firms. The successful Bidder who becomes the Contractor under the Contract entered into with the Department pursuant to this IFB must document good faith efforts to provide meaningful participation by M/WBEs as subcontractors or suppliers in the performance of the Contract consistent with the M/WBE participation goals established for this procurement, and Contractor must agree that the Department may withhold payment pending receipt of the required M/WBE documentation. For guidance on how the Department will determine "good faith efforts," refer to 5 NYCRR §142.8.

The directory of New York State Certified M/WBEs can be viewed at:

<https://ny.newnycontracts.com/>. The directory is found in the upper right-hand side of the webpage under "Search for Certified Firms" and accessed by clicking on the link entitled "MWBE Directory". Engaging with firms found in the directory with like product(s) and/or service(s) is required, and all communication efforts and responses should be well documented to establish Contractor's "good faith efforts".

By submitting a Bid in response to this IFB, for contracts with an MWBE goal above, a Bidder agrees to complete and submit an M/WBE Utilization Plan (Attachment 5, Form #1) prior to award. The Department will review the submitted M/WBE Utilization Plan. If the Plan is not accepted, the Department may issue a notice of deficiency. If a notice of deficiency is issued, Bidder agrees that it shall respond to the notice of deficiency within seven (7) business days after Bidder's receipt of such notice.

The Department may disqualify a Bidder as being non-responsive to this IFB under the following circumstances:

- a) If a Bidder fails to submit a M/WBE Utilization Plan;
- b) If a Bidder fails to submit a written remedy to a notice of deficiency;
- c) If a Bidder fails to submit a request for waiver (if applicable); or
- d) If the Department determines that the Bidder has failed to document good-faith efforts to provide meaningful participation by M/WBEs under the Contract in accordance with the goals for this IFB established by the Department.

The Contractor will be required to attempt to utilize, in good faith, any MBE or WBE identified in its M/WBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to the Department but must be made no later than prior to the submission of a request for final payment on the Contract.

The Contractor will be required to submit a Contractor's Quarterly M/WBE Contractor Compliance & Payment Report to the Department, by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the M/WBE goals of the Contract.

If (a) the Department determines that the Contractor is not in compliance with the M/WBE requirements of the Contract and the Contractor refuses to comply with such requirements, or (b) the Department finds that the Contractor has willfully and intentionally failed to comply with the M/WBE participation goals established in the Contract, the Contractor may be required to pay to the Department liquidated damages and will be considered during future Vendor Responsibility Profile reviews should the bidder bid on future opportunities with the Department

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

A New York State certified Minority- and Women-Owned Businesses (M/WBE) may request that their firm's contact information be included on a list of M/WBE firms interested in serving as a subcontractor for this procurement. The listing will be publicly posted on the Department's website for reference by the bidding community. A firm requesting inclusion on this list should send contact information and a copy of its NYS M/WBE certification to [RXIFB@health.ny.gov](mailto:RXIFB@health.ny.gov) before the Deadline for Questions as specified in Section 1. (Calendar of Events). Nothing prohibits an M/WBE Vendor from proposing as a prime Contractor.

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

#### **4.12. 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 Equal Employment Opportunity ("EEO") 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 subcontractors 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 the Department with their bid.

## **5. ADMINISTRATIVE INFORMATION**

The following administrative requirements, terms and information will apply to this IFB. Failure to comply fully with any of these requirements or terms, or this information, may result in disqualification of a Bidder's Bid.

### **5.1. Restricted Period**

"Restricted Period" means the period of time (a) commencing with the earliest written notice, advertisement, or solicitation of this Invitation for Bids, soliciting a response from Bidders and intending to result in a procurement contract with the Department and (b) ending with the final Contract award and approval by the Office of the State Comptroller.

Pursuant to State Finance Law Sections 139-j and 139-k, the Department has identified a "Designated Contact" and a "Permissible Subject Matter Contact" on the Face Page of this IFB to whom all communications with regard to this procurement during the Restricted Period must be made.

During the Restricted Period of this IFB, any oral, written, or electronic communication between a potential Bidder and the Department, except communications between a potential Bidder and the Designated Contact or the Permissible Subject Matter Contact specified on the Cover Page of this IFB, under circumstances where a reasonable person would infer that the communication was intended to influence this procurement, is prohibited by law. The violation of the requirements described in this Section may be grounds for a determination that a Bidder is non-responsible and therefore ineligible for a contract award pursuant to this IFB. Two violations within four years of the rules against impermissible contacts during a "Restricted Period" may result in the violator being debarred from participating in all procurements by New York State agencies and authorities for a period of four years.

## 5.2. Questions

Potential Bidders may submit written questions and requests for clarification pertaining to this IFB between the issuance of this IFB and the deadline for the submission of written questions specified in [Section 1](#) (Calendar of Events). All questions and requests for clarification of this IFB should cite the relevant IFB, including the IFB number and Forge Proof Prescription Program, the section and paragraph number of this IFB or of the Attachment to this IFB to which the question relates, where applicable, and must be submitted via email to [RXIFB@health.ny.gov](mailto:RXIFB@health.ny.gov) no later than the Deadline for Submission of Written Questions specified in [Section 1](#). (Calendar of Events). Questions received after the deadline **may not** be answered.

If a potential Bidder discovers any ambiguity, conflict, discrepancy, omission, or other apparent error in this IFB, the Bidder shall immediately notify the Department of such error in writing at [RXIFB@health.ny.gov](mailto:RXIFB@health.ny.gov) and request that the Department clarify or modify the Terms of this IFB. If, prior to the deadline for the Submission of Bids, a Bidder fails to notify the Department of a known error or an error that reasonably should have been known, the Bidder shall assume the risk of bidding notwithstanding such apparent ambiguity, conflict, discrepancy, omission or other error. If awarded the Contract pursuant to the terms of this IFB, the Bidder shall not be entitled to an amendment to the terms of the Contract to correct or clarify any such ambiguity, conflict, discrepancy, omission or other error nor to any additional compensation by reason of the error or its correction.

## 5.3. Right to Modify IFB

The Department 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 the Department, at any time prior to the Deadline for Submission of Bids specified in [Section 1](#). (Calendar of Events). Modifications to this IFB shall be made by the issuance of amendments and/or addenda, which will be posted to the Department's website.

## 5.4. The Department's Reserved Rights

The Department 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 Department'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 Department's or any other State 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 set forth in [Section 1.](#) (Calendar of Events).
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 terms of the IFB, including the attachments and exhibits, if any, to this IFB, and any amendments or addenda to the IFB, and the Questions and Answers, if any, posted by the Department in accordance with [Section 5.2](#) (Questions), 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 made by a Bidder pursuant to the terms of the Bid it submits 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.
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.

## **5.5. Freedom of Information Law ("FOIL")**

All Bids may be disclosed or used by the Department to the extent permitted by law. The Department 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 New York State 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 specified in the paragraph immediately following this paragraph.** If the Department agrees with the proprietary claim, the designated portion of the Bidder's 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.

## **5.6. Debriefing**

Pursuant to Section 163(9)(c) of the State Finance Law, once an award has been made, any unsuccessful bidder may request a debriefing regarding the reasons that the proposal or bid submitted by the Bidder was not selected for award. The debriefing will be limited solely to the Bidder's own Bid and will not include any discussion of other bids. Requests for a debriefing must be made within fifteen (15) calendar days of release of the written or electronic notice by the Department that the Bid submitted by the Bidder was not selected for award. Requests should be submitted in writing to a designated contact identified in the award/non-award letter.

## **5.7. Protest Procedures**

In the event an unsuccessful Bidder wishes to protest the award resulting from this IFB, the protesting Bidder must 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 OSC's Guide to Financial Operations, which is available on-line at: <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>

## 5.8. Piggybacking

New York State Finance Law Section 163(10)(e) (see, also, <https://ogs.ny.gov/procurement/piggybacking-using-other-existing-contracts-0>) allows the Commissioner of the NYS Office of General Services (OGS) to consent to the use of a Contract entered into pursuant to this IFB by other New York State Agencies, and other authorized purchasers, subject to conditions and the consent of the successful Bidder/Contractor.

## 6. BID FORMAT AND CONTENT

Bidders responding to this IFB must satisfy all requirements stated in this IFB. A Bidder must submit a complete Bid package. A Bid that is incomplete in any material respect must be rejected.

To expedite the review by the Department of the Bids submitted in response to this IFB, Bidders are requested to submit their Bids as summarized in [Attachment A](#), Bid Package 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 Bid submissions to the shortest length consistent with making a complete presentation of qualifications and a complete and concise response to each component of the IFB.

**The Department 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 sought to be procured by the Department pursuant to this IFB. The following outlines the required information to be provided by each **responsive** Bidder. The information requested must be provided in the prescribed format. Responses that do not follow the prescribed format will be eliminated from consideration. All responses included in a Bid submitted pursuant to this IFB by a Bidder are subject to verification for accuracy.

#### 6.1.2. Bidder's Minimum Qualifications to Bid

A responsive Bidder must be able to meet all the requirements stated in [Section 3.2](#) of this IFB. The Bidder must submit documentation that provides sufficient evidence of meeting the minimum qualifications to bid. This documentation may be in any format needed to demonstrate how they meet those minimum qualifications.

- A minimum of 3 years experience producing, distributing and systematically tracking the distribution of multiple product types of serialized, secure, forge proof prescription forms to authorized prescribers, group practices and institutions

- A minimum of 3 years experience processing manual or online orders for multiple product types of secure forms
- A minimum of 3 years experience in the operation of a call center providing technical assistance to medical prescribers
- A minimum of 3 years experience with storage of secure forms and delivery of secure forms

### 6.1.3 Bid Form

<http://www.health.ny.gov/funding/>

A responsive 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 IFB and in Attachment B. Failure to comply with the format and content requirements will 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 and the performance of all work set forth in the specifications for this procurement set forth in this IFB and in the Contract to be awarded pursuant to this IFB to the successful Bidder.

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 may be disqualified. Bids which add alternative products, quantities or sizes will be disqualified.

### 6.1.4 Bidder's Certified Statements

Complete, sign and 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.](#)

**Note: THE DEPARTMENT WILL REJECT AND FIND UNRESPONSIVE ANY BID THAT CONTAINS AN INCOMPLETE, UNSIGNED OR IS MISSING [Attachment 7](#).**

## 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 Determinations".

### 6.2.2. Vendor Responsibility Questionnaire

Complete, certify, and file a New York State Vendor Responsibility Questionnaire. The Department recommends that Bidders 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\\_vrsystem.htm](http://www.osc.state.ny.us/vendrep/info_vrsystem.htm) or go directly to the VendRep System online at [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep).

Bidders must provide their New York State Vendor Identification Number (Vendor ID) when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller (OSC)'s Help Desk at 866-370-4672 or 518-408-4672 or by email at [ciohelpdesk@osc.state.ny.us](mailto:ciohelpdesk@osc.state.ny.us).

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

#### **6.2.3. Vendor Assurance of No Conflict of Interest or Detrimental Effect**

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

#### **6.2.4. EO 177 Prohibiting Contracts with Entities that Support Discrimination**

Submit [Attachment 11](#), certifying that Bidder 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 New York State Human Rights Law.

#### **6.2.5. Executive Order 16 Prohibiting Contracting with Businesses Conducting Business in Russia**

Submit [Attachment 12](#), certifying the status of the Bidder's business operations in Russia, if any, as mandated by Executive Order 16.

#### **6.2.6. M/WBE Forms**

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".

#### **6.2.7. 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, if any, the Bidder will use in the performance of the Contract to be awarded to the successful Bidder.

#### **6.2.8. 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 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.

Submit State Consultant Services Form A: Contractor's Planned Employment and Form B: Contractor's Annual Employment Report, available at:  
<http://www.osc.state.ny.us/agencies/forms/ac3271s.doc> and  
<http://www.osc.state.ny.us/agencies/forms/ac3272s.doc>.

### **6.2.9. 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 offeror 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>.

Submit these Forms, available through these links:

- ST-220 CA: [http://www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](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](http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf)

### **6.2.10. Freedom of Information Law – Bid Redactions**

A Bidder must clearly and specifically identify any portion of their Bid that the Bidder believes constitutes proprietary information entitled to confidential handling as an exception to the Freedom of Information Law.

### 6.2.11. References

Provide references using [Attachment 9. \(References\)](#) for two Business Entities that the Bidder has provided secure form production services for in the past ten (10) years. Provide firm names, addresses, contact names, telephone numbers, and email addresses.

### 6.2.12. Bid Specification Response/ Narrative

The technical Bid Specification Response should 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. Detailed Specifications. Bidder should respond to each element and label each section by its corresponding letter/number in Section 4.

### 6.2.13. Gender-Based Violence and the Workplace Certification

[New York State Finance Law §139-M](#) requires bidders on competitive state procurements to certify that they have a written policy addressing gender-based violence and the workplace and that such policy meets the minimum requirements outlined on [Attachment 14](#). Bidders should review, sign, date and include as part of their submission [Attachment 14](#).

## 7. BID SUBMISSION

**The proposal must be received by the Department, no later than the Deadline for Submission of Proposals specified in [Section 1](#). (Calendar of Events). Late bids will not be considered.**

A proposal consists of two (2) distinct parts: (1) the Mandatory Bid Requirements and (2) Other Bid Documents. The table below outlines the requested format and volume for submission of each part. Proposals should be submitted in all formats as prescribed below.

The proposal must be received electronically by the Department's email, [RXIFB@health.ny.gov](mailto:RXIFB@health.ny.gov) via two (2) separate searchable password protected PDF files. The Subject Line "IFB #C043028 **Forge Proof Prescription Program** (Mandatory Bid Requirements) or (Other Bid Documents). The body of the email submitted must include the password and indicate the number of total pages intended and where indicated each subset of pages listed.

All electronic proposal submissions should be clear and include page numbers on the bottom of each page. NOTE: Bidders should request a receipt containing the time and date received. Submission of proposals in a manner other than as described in these instructions (e.g., fax) will not be accepted.

In the event an electronic submission cannot be read by the Department, the Department reserves the right to request a hard copy and/or electronic resubmission of any unreadable files. The Bidder shall have two (2) business days to respond to such requests and must certify the resubmission is identical to the original submission. Hardcopy will prevail.

### Electronic Submission

**Mandatory Bid Documents**

Email Subject Line: <Bidder Name>, IFB #C043028 Forge Proof Prescription Program

“Mandatory Bid Documents” email attachment containing a standard searchable password protected PDF file with copy/read permissions only.

The body of the email must include the password to open the attached PDF document and indicate the number of total pages intended.

**Other Bid Documents**

Email Subject Line: <Bidder Name>, IFB #**C043028 Forge Proof Prescription Program**

“Other Bid Documents” email attachment containing a standard searchable password protected PDF file with copy/read permissions only.

The body of the email must include the password to open the attached PDF document and indicate the number of total pages intended.

**Email PDF Submission Instructions:**

1. All electronic bid submissions should be in PDF Optical Character Recognition (OCR) searchable format.
2. A font size of eleven (11) points or larger should be used. All submitted documents should contain appropriate header and footer information.
3. Where signatures are required, the proposals should have a handwritten signature (wet ink) and be signed in blue ink. A scan of the handwritten (wet ink) signature can be used for electronic submission in the PDF. The Department reserves the right to request hard copy originals of all signature pages at any time.
4. The Department discourages overly lengthy Bids. Therefore, marketing brochures, user manuals or other materials beyond that sufficient to present a complete Bid, are not desired and will not be reviewed or evaluated. Elaborate artwork or expensive paper is not necessary or desired. In order for the Department to evaluate bids fairly and completely, all Bids should follow the format described in this IFB and provide all requested information and no extraneous or additional information or material.
5. Audio and/or videotapes are not allowed. Any submitted audio or videotapes will be ignored by the evaluation teams.

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

**7.1. No Bid Form**

A prospective Bidder choosing not to bid is requested to complete and submit the No-Bid form [Attachment 2](#), by the Deadline for Submission of Bids specified in [Section 1](#). (Calendar of Events). This information helps to enhance future mailing lists for the Department.

## **8. METHOD OF AWARD**

At the discretion of the Department, 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.

In the event of a tie, the determining factor for award will be:

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 successful Bidder is selected, the Department will issue a Contract to the successful Bidder, substantially in the form of Attachment 8. 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 the Department to clarify the details of their Bid. Unless requested by the Department to do so, 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**

The Department 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. Award Recommendation**

The Evaluation Committee will submit to the Commissioner 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 or commodities 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.

## 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 Determinations](#)
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 IFB Required Forms](#)
6. [Encouraging Use of New York Businesses in Contract Performance](#)
7. [Bidder's Certified Statements](#)
8. [DOH Agreement](#) (Standard Contract)
9. [References](#)
11. [Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination](#)
12. [Executive Order 16 Prohibiting Contracting with Businesses Conducting Business in Russia](#)
13. [Attachment 14 - State Finance Law 139M Attestation Gender Based Violence](#)

The following attachments are attached and included in this IFB:

- A. Bid Package Checklist
- B. Bid Form

## ATTACHMENT A

### BID PACKAGE CHECKLIST

Please reference [Section 7.0](#) for the appropriate format and quantities for proposal submission.

| IFB # C043028 – Forge Proof Prescription Program |                                                                                         |                          |
|--------------------------------------------------|-----------------------------------------------------------------------------------------|--------------------------|
| FOR THE MANDATORY BID REQUIREMENTS               |                                                                                         |                          |
| IFB §                                            | REQUIREMENTS                                                                            | INCLUDED                 |
| § 6.1.2                                          | Documentation of Bidder's Eligibility                                                   | <input type="checkbox"/> |
| § 6.1.3                                          | Bid Form (Attachment B)                                                                 | <input type="checkbox"/> |
| § 6.1.4                                          | Bidder's Certified Statements (Attachment 7)                                            | <input type="checkbox"/> |
| OTHER BID DOCUMENTS                              |                                                                                         |                          |
| § 6.2.1                                          | Disclosure of Prior Non-Responsibility Determinations (Attachment 1)                    | <input type="checkbox"/> |
| § 6.2.2                                          | Vendor Responsibility Attestation (Attachment 3)                                        | <input type="checkbox"/> |
| § 6.2.3                                          | Vendor Assurance of No Conflict of Interest or Detrimental Effect (Attachment 4)        | <input type="checkbox"/> |
| § 6.2.4                                          | EO 177 Prohibiting Contracts with Entities that Support Discrimination (Attachment 11)  | <input type="checkbox"/> |
| § 6.2.5                                          | EO 16 Prohibiting Contracts with Entities Conducting Business in Russia (Attachment 12) | <input type="checkbox"/> |
| § 6.2.6                                          | 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"/> |
| § 6.2.7                                          | Encouraging Use of New York Businesses (Attachment 6)                                   | <input type="checkbox"/> |
| § 6.2.8                                          | State Finance Law Consultant Disclosure                                                 | <input type="checkbox"/> |
| § 6.2.9                                          | Sales and Compensating Use Tax Certification                                            | <input type="checkbox"/> |
| § 6.2.10                                         | FOIL                                                                                    | <input type="checkbox"/> |
| § 6.2.11                                         | Attachment 9 – References                                                               | <input type="checkbox"/> |
| § 6.2.12                                         | Bid Specifications Response/ Narrative                                                  | <input type="checkbox"/> |
| § 6.2.13                                         | Gender-Based Violence and the Workplace Certification (Attach 14)                       | <input type="checkbox"/> |

## ATTACHMENT B - BID FORM

### FORGE PROOF PRESCRIPTION PROGRAM

IFB # C043028

| OFFICIAL NEW YORK STATE<br>PRESCRIPTION PROGRAM                                                | Unit Price    | Annual<br>Estimated<br>Quantity<br>By Product | Total   |
|------------------------------------------------------------------------------------------------|---------------|-----------------------------------------------|---------|
| One-Part Form Bound (as described herein) including one reorder form (DOH-250) with each order | \$_____/Pads  | 1,750,000                                     | \$_____ |
| Item 1: One-Part Prescription Pads (Two versions - Practitioner & Institution)                 |               |                                               |         |
| Item 2: Laser Sheets (1-Up Version)                                                            | \$_____/Ream  | 175,000                                       | \$_____ |
| Item 3: Laser Sheets (4-Up Version)                                                            | \$_____/Ream  | 87,500                                        | \$_____ |
| Item 4: Thermal Rolls                                                                          | \$_____/Rolls | 50,000                                        | \$_____ |
| Item 5: Intermec Thermal Rolls                                                                 | \$_____/Rolls | 25,000                                        | \$_____ |
| Annual Total Bid                                                                               |               |                                               | \$_____ |
| Grand Total Bid (Total Bid x 5 yrs)                                                            |               |                                               | \$_____ |

Payment shall be based upon the actual number of orders.

There is no minimum quantity requirement per order of pads, reams, and/or rolls.

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

Print Name of Signatory: \_\_\_\_\_

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

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