Request for Proposals

RFP # - C043879

Perinatal and Infant Community Health Collaboratives Data Management and Information System

Issued: November 24, 2026

PERMISSIBLE SUBJECT MATTER CONTACT:

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

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DESIGNATED CONTACT:

Pursuant to State Finance Law §§ 139-j and 139-k, the New York State Department of Health 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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1.0 CALENDAR OF EVENTS

RFP C043879 - Perinatal and Infant Community Health Collaboratives Data Management and Information System	
Event	**Date**
Issuance of Request for Proposals	November 24, 2026
Deadline for Submission of Written Questions	December 15, 2026 **4:00 p.m. ET**
Responses to Written Questions Posted by the Department	**On or About** January 6, 2027
Deadline for Submission of Proposals	January 26, 2027 **4:00 p.m. ET**
Anticipated Contract Start Date	March 1, 2028

2.0 OVERVIEW

Through this Request for Proposals ("RFP"), the New York State Department of Health (Department) is seeking competitive proposals from qualified bidders to provide and administer automated, client specific data management and information system services for its Perinatal and Infant Community Health Collaboratives (PICHC) as further detailed in Section 4.0 (Scope of Work). It is the Department's intent to award one (1) contract from this procurement.

2.1 Introductory Background

The Department funds the Perinatal and Infant Community Health Collaboratives (PICHC) Initiative, that works to improve perinatal and infant health outcomes and eliminate racial, ethnic, and economic disparities in those outcomes. Utilizing collaborative community-based strategies, PICHC programs work to improve the health and well-being of individuals of reproductive age (15-44 years old) and their families, with a focus on serving individuals in the prenatal, postpartum, and inter-conception periods, to improve specific perinatal and infant health outcomes, including preterm birth, low birth weight, infant mortality, and maternal mortality. The PICHC Initiative currently supports 26 programs across the State.

PICHC programs implement individual-level strategies to address perinatal and infant health behaviors, and community-level strategies using a collective impact approach, to address the social determinants that impact health outcomes. The core individual-level strategy is the use of community health workers (CHWs) to outreach, assess needs, and provide support to high-need, low-income, Medicaid-eligible individuals of reproductive age who are most vulnerable to, or with a previous history of, adverse birth outcomes. Additional community-level strategies involve collaboration with diverse community partners, including community residents, to mobilize community action to address the social determinants impacting perinatal and infant health outcomes.

For individuals enrolling in a PICHC program, the services typically begin during pregnancy and can continue for up to 2 years after the birth occurs, depending on the individual's interest and availability.

Services may be in person or virtual. A client visit can include several assessments, education, and/or referrals. A home visit or client visit is equivalent to a CHW encounter and will result in an encounter record. Client visits outside the home, phone calls, emails, texts, and video conferencing encounters are also tracked including any data collected during these encounters.

As of April 1, 2021, a Data Management and Information System (DMIS) was implemented to support current PICHC programs' progress toward achieving program objectives, by capturing both program and client-level data, and serving as a case management system to record community health workers' (CHWs) client rosters, notify CHWs of screening, education and other client-specific services that are due, and also to track client referrals.

The client-level data captures clients' demographics and other information related to their CHW encounters in a web-based data collection and reporting system. All PICHC programs are required to use the system to record monthly client enrollment and service data throughout the calendar year; data include CHWs' client demographics and services provided, including medical, educational, counseling and other services.

The DMIS application stores program and client-specific data in a centralized relational database, and includes search, edit, alert functions, as well as extensive client listing and statistical summary reporting. The DMIS allows the Department and PICHC programs to have access to reports on performance measures and outcomes, use data to assess and inform program practice and improvement, and thereby better meet the needs of clients and communities. Program data are used by the Department to monitor outcomes and report on PICHC program performance measures for the New York State (NYS) Prevention Agenda and the federal Title V Maternal and Child health Services Block Grant).

In 2024, DOH initiated a Universal Virtual Home Visiting (UVHV) pilot program to offer a "light touch" model of services to all women delivering newborns at two hospitals located in rural areas of the State. For individuals enrolling in this "light touch" model of home visiting, the services begin after the delivery has occurred, they are virtual, and as a result require that less information be collected. The light touch, or "UVHV", model provides as many as five virtual contacts within the first 12 weeks postpartum for anyone who gives birth regardless of their county of residence, income, or insurance type. Like the original "Full" service program model, the UVHV program model includes a full assessment of the level of support the individual needs and referrals as warranted; it also provides the option to enroll in the "Full" model to obtain longer term and/or in-home visits.

For the Full model, in contract year 2024-2025, CHWs provided services to 4,190 prenatal and postpartum women and infants, including 11,024 home visits. An additional 1,219 inter-conception women were served during 2,721 client visits.

The UVHV model currently being piloted has enrolled more than 400 clients, provided over 1,500 virtual encounters, and issued more than 450 referrals for supportive services or more intensive home visiting services. On July 1, 2024, additional PICHC DMIS functionality was implemented to accommodate the reduced client-level data reporting required for recording those enrolled, their visits, services and referrals under the UVHV pilot program.

The PICHC DMIS in this RFP's 5-year contract bid needs to allow system users to indicate which model is being used, i.e., the Full model or the UVHV model, and this will in turn affect the types of information that are minimally required to be collected. The system also needs to support generation of monthly, quarterly, and annual progress reports for both models. For the UVHV model, the Department and the two home visiting pilot sites involved require access to a streamlined subset of reports available for the Full model.
https://apps.health.ny.gov/public/tabvis/PHIG_Public/pa/reports/https://www.health.ny.gov/community/infants_children/maternal_and_child_health_services/

2.2 Important Information

The Bidder **must** review, and is requested to have its legal counsel review, Attachment 8, the Department of Health (DOH) Agreement (Standard Contract), as the successful Bidder must be willing to enter into the Contract awarded pursuant to this RFP 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 RFP** (see, Section 5.2). Please note that this RFP 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 RFP 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 RFP, 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 RFP 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 RFP should be submitted in writing using the process set forth in Section 5.2 (Questions) prior to the deadline for submission of written questions indicated in Section 1.0 (Calendar of Events). Any 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 RFP as a result of questions and answers will be publicized on the Department's web site and will be available and applicable to all Bidders equally.

2.3 Term of the Agreement

The term of the Contract that will be entered into pursuant to this RFP between the Department and the successful Bidder is expected to be for a period of five (5) years commencing on the date shown on the Calendar of Events in Section 1.0, 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).

Proposals received above the maximum allowable total bid price of $600,000, for the 5-year contract term, may be disqualified.

3.0 BIDDERS' QUALIFICATIONS TO PROPOSE

3.1 Minimum Qualifications

The Department will accept proposals from bidders with the following types and levels of experience as a prime contractor.

- A minimum of three (3) years' experience developing, implementing, and operating an online case and data management and information system that processes a minimum of approximately 30,000 records on an annual basis, with built in field editing upon entry or import, client listing, reporting, and data extraction functionality.

For the purposes of this RFP, 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 responsibility 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 proposal being found non-responsive and eliminated from consideration.

The Department will only accept bid proposals from bidders who meet all minimum requirements.

3.2 Preferred Qualifications

Bidders that demonstrate the following experience are preferred:

- A minimum of five (5) years' experience developing, implementing, and operating a statewide healthcare-related on-line case and data management and information system that processes a minimum of approximately 30,000 records on an annual basis, with built in field editing upon entry or import, client listing, reporting, and data extraction functionality.

4.0 SCOPE OF WORK

This Section describes in detail the Perinatal and Infant Community Health Collaboratives Data Management and Information System (PICHC DMIS) functionality that is required to be provided by the selected bidder. The selected bidder must provide all of these services throughout the contract term.

PLEASE NOTE: Bidders will be requested to provide responses that address all requirements of this RFP as part of its Technical Proposal.

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

4.1 Tasks/Deliverables

The scope of work for the PICHC DMIS Contractor requires the successful development, implementation, and complete operation of the PICHC DMIS Web-based application, including complete data system lifecycle management and any related programming to transition, implement, maintain, manage, upgrade and/or enhance the data processing and information system, as well as

provide training and technical support to the funded PICHC programs. These requirements apply to both the Full and UVHV models. The detailed requirements are specified below.

All work performed under this contract must be performed within the contiguous United States.

4.1.1 Data Collection, Retrieval, and Editing

The Contractor will be responsible for all aspects of data collection, retrieval, and editing of the PICHC DMIS, including providing training and technical support for PICHC program staff in the collection and entry of CHW encounter data. (Refer to section 4.2 Training and Technical Support Details for further specifications).

Overall responsibilities will include:

i. Review, enhancement, and updating of CHW encounter data collection forms that PICHC programs use as tools for collecting essential data from clients (see current PICHC data collection forms in Attachment C. Forms & User Manual and Attachment F. UVHV Forms & User Manual.) During the two-month transition period at the start of the contract, the selected Contractor will review current data collection forms and propose any needed changes in consultation with Department staff to incorporate Department priorities in alignment with the PICHC Program Workplan. These forms will also be reviewed at least annually and updated based on feedback from PICHC programs, and/or Department requests. Any changes to the forms are subject to Department approval. Once a form has been approved, no changes may be made without the express written permission of the Department via email.

ii. Development / revision and distribution of data collection guidelines (on the website or via email) to all participating programs, with detailed data field specifications that clearly and concisely describe the required information, including the data element name, definition, format and acceptable values. The data field specifications will be reviewed at least annually and may require periodic updating. The data field specifications are subject to Department approval, and once approved, no changes may be made without the express written permission of the Department, via email.

iii. Data retrieval from individual PICHC-participating programs via direct online entry as well as via online data importing functionality. The import file format will be specified by the Contractor, but must include all fields in the online data entry system as required by the Department as well as data validation capability. The specifiable time periods for which data files may be imported must be defined by ranges of clients' dates of enrollment, i.e., for a minimum time period of one month and a maximum time period not to exceed one calendar year.

iv. Ensuring data accuracy by applying individual field level-editing specifications, and assessing overall submission quality, based on data quality metrics to be developed by the Contractor and approved by the Department.

v. Reporting to the Department, within the next business day, the occurrence of any problems or disruptions arising in the Contractor's ability to collect, store, and make available the CHW encounter data, along with an assessment of causation, impact, and resolution; failure to do so may result in delayed payment of vouchers.

4.1.2 Data Processing and Control

The Contractor will be responsible for electronically capturing and processing data from all PICHC programs and developing and maintaining control procedures to ensure accuracy, completeness, and accountability. The control procedures must include, but are not limited to: maintaining established due dates for monthly data submission (e.g., the 10th or closest following business day of each month following a client visit); record-level search function; record-level and field-specific editing specifications; and providing feedback to programs on data that were submitted and accepted, resubmitted (updated), not submitted on time or were identified as incomplete or having erroneous and rejected entries. Access to detailed agency and client information must be controlled by a hierarchy of five (5) user-assigned roles, ranging from contract administrator to data entry user. Access to role-specific summary information will be presented on dashboards that allow navigation to and search of role-specific agency and client specific listings. Refer to examples of user roles and dashboards in Attachment D - Reports & Dashboards and Attachment G - UVHV Reports & Dashboards.

The Contractor will also be responsible for developing quality control procedures that will alert programs when client follow-up services (e.g., 30-day follow up on open referrals) and data reporting (e.g., one (1) week prior to due date) are due.

All of the above detailed responsibilities pertain to the UVHV model, with the exception of any prenatal alerts and those exceeding the 12-week postpartum enrollment time frame of the UVHV model.

4.1.3 Data Loading, Storage and Archiving

The Contractor is required to load existing active data and maintain a minimum five (5) year active database of client and visit records. The Contractor also must incorporate functionality for identifying data for clients who have been inactive for five (5) full years, and for archiving such data in historical master computer files with a minimum five (5) year retention period. At least one (1) copy each of active and historical data must be stored securely off-site and recoverable for use in case of fire or another catastrophe. If any of the data are lost, stolen, or destroyed through negligence or fault of the Contractor, or any other person or firms employed by or associated with it, the Contractor agrees to recreate the information at no cost to the Department. Refer to Attachment 8 DOH Agreement, Appendix F - Technology Terms and Conditions for further detailed requirement specifications.

The Department recommends that Contractors use a NYS or other Government Cloud (e.g., Microsoft Azure for US Government) solution for storing back-up and archived data to provide an extra layer of protection to access to client visit-level data. At a minimum, the Contractor is required to obtain and provide a Cloud Security Alliance (CSA) Consensus Assessment Initiative Questionnaire (CAIQ) from any Cloud storage firm (proposed to be) employed by the Contractor for the data back up and storage purposes of the PICHC DMIS.

The UVHV model has been active for only two (2) years to date, but the same loading, storage, and archiving requirements are required.

4.1.4 Computer Production System

The Full model of the PICHC DMIS currently contains approximately 145,000 CHW client visit records, which include active and historical databases. Each client visit record includes nine (9) forms, including initial contact information; demographics; child information and pregnancy status; an ages and stages questionnaire; encounter, discharge, update and outreach data; and as many as 10 screenings and assessments (Attachment C - Forms & User Manual). The current DMIS contains data for approximately 200,000 screenings and assessments. In 2025, approximately 32,000 client visits were processed, for nearly 6,000 clients. In the UVHV model, the PICHC DMIS currently contains data for

more than 400 enrolled clients and provided over 1,500 virtual encounters. Each UVHV client visit record includes five (5) similar but abbreviated forms to record as many as five (5) encounters, including initial contact, screening and assessment, child information and pregnancy outcome, encounter and discharge forms (Attachment F. UVHV Forms & User Manual). The PICHC DMIS needs to be reconfigured to provide the same functionality for both the Full and UVHV models and allow users to indicate which model is being used so the required minimum data are specified.
The Contractor must own or lease computer software and hardware capable of processing and storing data (estimated at a minimum of 125 megabytes annually). The RFP does not include the purchase or lease of hardware equipment or software packages.

Prior to the commencement of work on this contract, the Contractor must provide to the Department all software, hardware, programming languages, screen and file layouts, coding and editing schemes, and utility programs being proposed for use to operate the PICHC DMIS for review and approval by the Department and the NYS Office of Information Technology Services (OITS). All software, hardware and programming languages being utilized must meet the System Security requirements delineated and referenced below in Section 4.5.

The Contractor-sponsored website and application and corresponding data and network configuration are subject to review and approval by **the NYS OITS prior to commencement of work and must meet Secure Configuration Standard Policy NYS-S14-008**. The website and application must be structured in a user-friendly manner and easily navigated. For example, the main menu of functional options should be accessible from all function screens. Data must be easily retrieved in standard ASCII, XLSX and/or CSV formats or via direct SQL query (see section 4.3) and encrypted for electronic transmission, and reports must be easily saved locally and/or legibly printed.

- The Contractor must post data and reports on a Contractor-sponsored website that is secure, with controlled, role-specific access by PICHC participants and Department representatives. Passwords for accessing the website and application must follow **the NYS OITS Account Management / Access Control Policy NYS-S14-013**. These will be based on the minimum policies, standards, and procedures found in the **Federal Health Insurance Portability and Accountability Act (HIPAA) Security Regulation** and the **NYS OITS Information Security Policy NYS-P03-002**. The contractor must be capable of providing access to PICHC data sets to the Department and programs via secure file transfer in standard format (e.g., Excel, .CSV file or ASCII text) or via secure portal to the database tables for SQL query. The contractor must be capable of providing selected information via secure file transfer protocols or on password protected/encrypted CD ROM, DVD, or flash drive in standard format (e.g., CSV, or ASCII text) as requested and within a reasonable time frame, not to exceed two (2) weeks; and
- The Contractor must be capable of fully developing and deploying special programming requests and systems modifications within a reasonable time frame, not to exceed 30 calendar days. In situations where more than 30 days is needed, extended timeframes will be negotiated between the Contractor and the Department, prior to commencement of work on the request.

4.1.5 Data Ownership

All data collected either at the record level or aggregate level is owned by the Department. The Contractor agrees to provide to the Department any and all data upon request and prior to completion or termination of the contract.

Upon completion or termination of the contract, and subsequent to meeting the data transition requirements addressed in Section 4.6 below, all data, databases, data files, backup data, archives, off-site stored data, and compressed / zipped data associated with the PICHC DMIS will be deleted and destroyed. The storage media containing any of the databases, such as hard disks, drives, backup drives, off-site backup drives, server drives, and tapes will be destroyed through first degaussing/erasing and then shredding/crushing of the physical media.

Custody of all media storage devices that contain Department owned data from the PICHC DMIS will remain with the Contractor until physical destruction of the storage devices has occurred.

The Department reserves the right to request certification for verification of media and device destruction. The Contractor's responsibility prior to or liability after any loss of data cannot be transferred to a third party.

4.1.6 Analysis and Documentation of the Data System

Within 60 days of the contract start date, the Contractor will be responsible for fully documenting all technical aspects, business processes, planning, development, testing and implementation of their proposed dual-model system using recognized methodologies and documentation, including:

- Requirements specifications (e.g., logical models for data flow and entity relationship diagrams, updated data catalog, user role/function matrix, function definitions, etc.);
- Technical system descriptions (e.g., hardware architectures, recommended software, staffing required, network distribution, etc.);
- A logical design (e.g., menu and command structures, data catalog, required logical data structure, logical process model); and
- A physical design (e.g., a complete description of the hardware and software of the system).

4.1.7 Implementation Plan

Within 60 days of the contract start date, the Contractor will be required to develop, and submit to the Department, a full dual-model system analysis (as described in section 4.1.6) along with a detailed management and staffing plan, and schedule for assuming ownership of existing data and complete implementation, operation, and support of the PICHC DMIS reflecting all tasks for the first 12-month period of the project. The analysis and plan must be submitted to the Department via email.

Within the first four (4) months of the contract, the Contractor will be required to assume ownership of existing active and legacy data and complete implementation of continued real-time, secure web-based data processing functionality. Within this period, the Contractor will:

- Undertake and complete all development, testing, deploying, retesting, data transition and storage, and implementation activities for the PICHC DMIS, so that the dual-model system, as detailed in this RFP, is operational for secure, accurate and complete electronic data collection, validation, storage and retrieval via a secure website, with real-time data processing;
- Load data for current clients, and for the Full model, any others active during the past six (6) years, and for the UVHV model, any others active since its inception in July 2024, to ensure monitoring and management of ongoing services; and
- Provide data collection and submission guidelines, a built-in training system for users of the system, and initiate training and technical support for users, as described in section 4.2 below.

Within six (6) months of the contract start date, the Contractor will:

- Ensure the secure website displays user role-specific dashboards of key summary information, and

initiate capturing, processing and validating newly entered data;
- Provide role-specific access to detailed agency and client listings (examples in Attachment D. Reports & Dashboards and Attachment G. UVHV Reports & Dashboard), along with search functionality;
- Ensure standardized quarterly reporting is developed, tested for accuracy and completeness, and fully operational, and accompanied by user guides and training sessions approved by the Department and provided to program users (see further details in Section 4.3 below and report examples in Attachment D. Reports & Dashboards and Attachment G. UVHV Reports & Dashboards).

Within eight (8) months of the contract start date, the Contractor will:
- Develop, test, and deploy standardized performance measurement reporting (i.e., to monitor data trends, frequencies and stratifications for data elements such as gender, race, type of encounter, payment source and referrals), any additional custom special-purpose, and ad-hoc reporting capability along with related user guides and training sessions approved by the Department, and provided to program users. (See further details in Sections 4.3 and 4.4 below and report examples in Attachment D. Reports & Dashboard and Attachment G. UVHV Reports & Dashboard);
- Develop, test, deploy, and retest user alert functionality for the full-service model, e.g., to remind users of data submission due dates, etc.

All remaining functionalities must be completed and fully operational within twelve (12) months of the contract start date. This includes development, testing and deployment of data importing and extraction functionality at the individual agency level for the full-service model (see Section 4.4 below and Attachment E. Import Specifications), as well as the ability to identify inactive client data for transition to archived legacy data. Estimated data storage size is a minimum of 125 megabytes annually.

The Contractor will also propose and provide a plan for managing and controlling any required post-implementation changes and enhancements to occur as needed. Complex reporting requests and system enhancements requiring formal design changes will be analyzed in conjunction with Department staff. Relevant change control documentation, including agreed upon timeframes, must be documented in writing, and shared with the Department within 30 days of request.

The Contractor is required to provide results from a third-party audit of the system and the Contractor by an accredited auditor against industry standards (e.g., SOC2 Type 2, HITRUST, CSA STAR Level 2, FedRAMP ATO), within twelve (12) months of the contract start date.

The Contractor must provide information regarding their vulnerability management, including, but not limited to, third party penetration testing results, infrastructure vulnerability scanning results, and Dynamic Application Security Testing (DAST) scanning results, including vulnerability findings and remediation.

4.2 Training and Technical Support

The Contractor is required to provide adequate staff for training and support of personnel from the Department's programs participating in using both models of the PICHC DMIS. The Contractor must:

- Develop, maintain and update training documentation and user guides for navigating the data system, entering and retrieving data, and creating and interpreting reports, and develop, maintain, and update a built-in training version of the system;
- Develop and maintain a Frequently Asked Questions (FAQ) section;
- Provide training and technical support directly to PICHC program staff for collection and entry of

CHW encounter data to ensure accurate and complete data entry as well as submission quality;

- Provide training and technical support directly to PICHC program staff on navigating the data system and interpretation of reports;
- Conduct up to twelve (12) PICHC program staff and/or Department staff trainings via webinar each contract year, as needed to train Department staff and staff at all 26 programs (approximately 150 people maximum per webinar);
- Ensure training and demonstrations of the system, whether via webinar screen share or in documentation, are conducted using data that is completely scrambled or fabricated in accordance with HIPAA Safe Harbor de-identification standards (45 CFR § 164.514(b)) and must contain no actual Protected Health Information (PHI) or Personally Identifiable Information (PII).
- Post on the Contractor-sponsored website, in a downloadable or printable format, all Webinar trainings, detailed data manuals, and website and application specifications for users at all PICHC programs, and Department; and
- Provide a help desk with a dedicated email address and a toll-free telephone number (operable Monday through Friday between the hours of 8:00 AM and 5:00 PM Eastern Time) for program support/consultation.

The Department reserves the right to have its staff attend and/or participate in all PICHC DMIS training sessions given to PICHC program staff.

The Contractor (including key staff working on the project) must meet with Department staff at least four (4) times per contract year. At the discretion of the Department, at least one (1) of the four (4) meetings may be conducted in person in Albany, New York. With prior approval from the Department, the Contractor may utilize a conference call and/or webinar for the other contractual meetings with Department staff. No separate reimbursement will be provided for these meetings.

4.3 Data Reporting, Importing and Extraction

The Web-based system must include functionality for users to generate data summary reports and ad hoc reports, as well as to import and extract data files.

The Web-based system must include the capability to generate reports at the individual program and state-wide levels.

Following is a list of standard statistical summary reports provided by the Full data model for use by the Department and the PICHC programs (see Attachment D. Reports & Dashboards for details):

- Client Demographics
- Encounter Frequency by Client Pregnancy Status at Intake
- Education Topics Provided by CHWs
- Client Screenings and Health Care Status
- PICHC Referrals by PICHC Client Enrollment Status
- Birth Risk Factors and Outcomes
- Outside Referrals to PICHC by Type and PICHC Outreach
- Performance Measures
- Aggregate Department Program Measures
- Performance Management (with statewide comparisons)
- Civic Engagement Performance Measures
- Enrollment Summary by Agency

- Agency Listing for State Users
- Breastfeeding Status
- Client Social Determinants of Health Status

These reports display month-, quarter- and/or year-to-date figures based on dates of client enrollment, assessments, or milestones (e.g., client 8 months postpartum, infant 6 months old). These reports must be downloadable and presented in printer-friendly .CSV, .XLSX, and .PDF formats for use by the Department and PICHC programs. The successful bidder will be responsible for designing, maintaining, and/or modifying standard statistical summary reports similar to those listed above as needed, dependent on Department approval. The Performance Measures and Performance Management Reports particularly will include comparative statewide statistics and will be subject to periodic modification. Designed for monitoring PICHC programs' progress toward achieving required performance standards, these reports are based on existing PICHC performance measures, but will be modified periodically to include any new performance measures as deemed necessary by the Department.

The ability to generate and export real-time ad hoc reports also must be available via the PICHC DMIS Web-based system to monitor trends of data elements of particular and periodic interest. This functionality must allow for user-defined date ranges based on dates such as client enrollment or client assessment and for reports to be run for all programs (for Department users) and for individual programs (for all users). It must include various PICHC DMIS data elements and filters to build frequencies and crosstabulations, such as clients or assessments, age, pregnancy status, race, ethnicity, poverty level, referrals, and outcomes. See Attachment D. Reports & Dashboards for examples of such functionality.

The Contractor must be able to provide custom reports upon request, within a reasonable length of time as agreed upon with the Department, and must assure accuracy and timeliness of all reports using the quality control procedures it has in place.

The above criteria also pertain to data reporting as applicable to the UVHV model of the program. Following is a list of standard statistical summary reports provided for use by the Department and the PICHC programs (see Attachment G. UVHV Reports & Dashboards for details):

- UVHV Client Demographics
- UVHV Referrals by Client Enrollment Status
- UVHV Client Visits by Discharge Status
- UVHV Client Demographics by Referral Type
- UVHV Client Demographics by Postpartum Visit Rate
- UVHV Completed Client Visits by Postpartum Visit Type
- UVHV Client Referral Type by Postpartum Visit Rate
- UVHV Performance Measures

In addition to providing online data importing functionality (see also Section 4.1.1.iii), the Contractor must be able to provide extraction functionality to download client, assessment, encounter, and referral data files for specifiable periods not to exceed a maximum of one (1) years' time for the Full model. Data will be selected for importing or extraction based on date of client enrollment or date of assessment. Online data importing and extraction functionality must be available to the Department for all state-wide data and for specifiable individual participating program data. The data importing and extraction capability must also be available to each individual participating program for their own data. Imported and extracted data must be formatted as .CSV files according to specifications provided by

the Department, or directly accessible via SQL query through a secure portal into the database tables and must include an anonymous value that can be used to link client, assessment, encounter, and referral data files together (see Attachment E. Import Specifications).

4.4 Information Technology

A Bidder's proposed application and all systems and components supporting it, including but not limited to, any forms and databases that include Personal Health, Personal Identification or other New York State information, must comply with all NYS security policies and standards listed at http://its.ny.gov/tables/technologypolicyindex.htm, including but not limited to:

- NYS-P13-004 – Acceptable Use of Information Technology (IT) Resources Policy,
- NYS-G02-001 – Internet Privacy Guidelines,
- NYS-S17-003 – Notification Standard for Certain Types of Regulated Data

A Bidder's proposed application and all other systems and supporting components must meet DOH security requirements of Moderate for Confidentiality, Integrity, and Availability (CIA) and IAL2/SSL2/FAL2, based on risk assessment procedures outlined in federal National Institute for Standards and Technology (NIST) Special Publication 800-60: *Guide for Mapping Types of Information and Information Systems to Security Categories*.

4.5 Security

The selected Contractor shall comply with all privacy and security policies and procedures of the Department (see Attachment H. DOH Third-Party Security Requirements and https://its.ny.gov/policies) and applicable State and Federal law and administrative guidance with respect to the performance of the Contract. The Contractor is required to provide documentation of their compliance as requested to complete NYS security reviews, as well as detailed information concerning and attestation of their ability to meet internationally recognized security standards. The Contractor is required, as applicable, to execute a number of security and privacy agreements with the Department including a Business Associate Agreement and a Data Use Agreement (DUA) at contract signing.

The Contractor is expected to provide secure and confidential backup, storage and transmission for hard copy and electronically stored information. Under no circumstances will any records be released to any person, agency, or organization without specific written permission of the Department. The Contractor is obligated to ensure any Subcontractor hired by Contractor who stores, processes, analyzes or transmits MCD on behalf of Contractor has the appropriate security requirements in place. The Contractor is required to include in all subcontracts and Business Associate Agreements with their Subcontractors language surrounding the security and privacy requirements as well as the language contained in the Confidentiality Language for Third Parties section of the DUA. If any breach or suspected breach of the data or confidentiality occurs, whether the breach occurred with the Contractor or Subcontractor, the Department must be notified immediately.

The Contractor is required to maintain and provide to the Department upon request their data confidentiality plans and procedures for meeting security requirements as they relate to the deliverables and services within this RFP, including all plans as they relate to subcontractor work where applicable.

Contractor will develop and maintain, only within the contiguous United States, adequate fully trained staff to respond to all stakeholder inquiries while protecting confidentiality and maintaining the security

and integrity of all systems. Staff must be trained to understand and observe requirements related to confidentiality and operating guidelines for functions included in this RFP.

The Contractor will comply fully with all current and future updates of the security procedures of the Department as well as with all applicable State and Federal requirements, in performance of the Contract.

The Contractor must be able to attest that their organization meets internationally recognized security standards, including, but not limited to, SOC 2 Type 2 certification and ISO 27001 certification.

The Contractor must provide documentation detailing their Disaster Recovery and Data Backup plans, as well as a redundant System Architecture to ensure appropriate controls are in place to achieve the Department's availability requirements and prevent loss of NYS data.

4.6 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.

The Contractor shall ensure that any transition to the Department, Departmental agency or successor Contractor be done in a way that provides the Department with uninterrupted PICHC DMIS 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.

The Contractor shall manage and maintain the appropriate number of staff to meet all requirements listed in the RFP during the transition. All reporting and record requirements, security standards, and performance standards are still in effect during the transition period.

The Contractor is required to develop a work plan and timeline to securely and smoothly transfer any data 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 plan and documentation must be submitted to the Department no later than four (4) months before the last day of its contract with the Department of Health or upon request of the Department. The plan must include detail about how they will turn over all files and proprietary and non-proprietary programming developed for the system, along with complete and comprehensive documentation.

Upon completion or termination of the contract, data security procedures to ensure confidentiality will be taken to remove, delete and destroy all databases, data files, backup data, archives, off site stored data, and compressed and/or zipped data associated with the PICHC DMIS (see section 4.1.5.). Certification of the completion of these procedures must be provided.

A transition period of up to one (1) year will be implemented to ensure this is accomplished in a smooth and efficient manner.

Refer to Attachment 8 DOH Agreement, Appendix F. Technology Terms and Conditions for further detailed requirement specifications.

All data collected either at the record level or aggregate level is owned by the Department. The Contractor agrees to provide to the Department any and all data upon request. Additionally, the storage media containing any of the databases, such as hard disks, drives, backup drives, off site backup drives, server drives, and tapes will be destroyed through first degaussing and erasing and then shredding/crushing of the physical media after the required retention time or at the termination of the contract.

Custody of all media storage devices that contain Department owned data from the PICHC DMIS will remain with the Contractor until physical destruction of the storage devices has occurred. The Department reserves the right to request certification for verification of media and device destruction. The Contractor's responsibility prior to or liability subsequent to any loss of data cannot be transferred to a third party.

4.7 Payment

Payment of invoices and/or vouchers submitted by the successful Bidder pursuant to the terms of the Contract entered into pursuant to this RFP by the Department shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms will be in accordance with a deliverables-based fee schedule in accordance with the project's implementation schedule and detailed in the Cost Proposal in Attachment B, with a quarterly schedule beginning in the fourth month of the contract and continuing for the remainder of the duration of the contract.

Failure to comply with the deliverable requirements may result in the awarded Contract being terminated by the Department.

The Contractor will be reimbursed based on the estimated price per unit they provided to complete all of the deliverables in accordance with the associated time frame as specified in the Cost Proposal (Attachment B), pending the Department's review and approval. Documents and notifications must be delivered by email to the attention of the Department's PICHC DMIS Data Manager at: doh.sm.PICHC@health.ny.gov; data system deliverables must be deployed on the PICHC DMIS Test Server for online review.

The Contractor shall submit invoices and/or Claim for Payment to the State's designated payment office as follows:

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

Subject: Unit **3450257**; Contract Number **C043879**

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

NYS Department of Health
Unit ID **3450257**; Contract Number **C043879**
c/o NYS OGS BSC Accounts Payable
Building 5, 5th Floor
1220 Washington Ave.
Albany, NY 12226-1900

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

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

4.8 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 this RFP 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 Contract.

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.

4.9 Contract Insurance Requirements

Prior to the start of work under the Contract, the Contractor shall procure, at its sole cost and expense, and shall maintain in force at all times during the term of the Contract, insurance of the types and in the amounts set forth in Attachment 8, the New York State Department of Health Contract, Section IV. Contract Insurance Requirements as well as below.

Data Breach and Privacy/Cyber Liability - The Contractor and any Subcontractor retained by the Contractor shall carry and maintain applicable coverage during and for the period of one (1) year after completion of this contract, Data Breach and Privacy/Cyber Liability Insurance, including coverage for failure to protect confidential information and failure of the security of the Contractor's computer systems or the Department's Authorized Users' systems due to the actions of the Contractor which results in the unauthorized access to the Department's data.

4.10 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 RFP, 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 RFP 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 RFP, 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 RFP 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 RFP 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 10th 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 PICHCDMIS-BML@health.ny.gov before the Deadline for Questions as specified in Section 1.0 (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.)

4.11 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 sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

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

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

4.12 Participation Opportunities for NYS Certified Service-Disabled Veteran-Owned Businesses

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

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

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

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

5.0 ADMINISTRATIVE INFORMATION

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

5.1 Restricted Period

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

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

This prohibition applies to any oral, written, or electronic communication under circumstances where a

reasonable person would infer that the communication was intended to influence this procurement. Violation of any of the requirements described in this Section may be grounds for a determination that the bidder is non-responsible and therefore ineligible for this contract award. Two (2) violations within four (4) years of the rules against impermissible contacts during the "restricted period" may result in the violator being debarred from participating in the Department's procurements for a period of four (4) years.

5.2 Questions

Potential Bidders may submit written questions and requests for clarification pertaining to this RFP between the issuance of this RFP and the deadline for the submission of written questions specified in Section 1.0 (Calendar of Events). All questions and requests for clarification of this RFP should cite the relevant RFP, including the RFP number and title RFP # C043879 Perinatal and Infant Community Health Collaboratives Data Management and Information System, the section and paragraph number of this RFP or of the Attachment to this RFP to which the question relates, where applicable, and must be submitted via email to PICHCDMIS-BML@health.ny.gov no later than the Deadline for Submission of Written Questions specified in Section 1.0 (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 RFP, the Bidder shall immediately notify the Department of such error in writing at PICHCDMIS-BML@health.ny.gov and request that the Department clarify or modify the Terms of this RFP. 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 RFP, 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 RFP

The Department reserves the right to modify any part of this RFP, including but not limited to, the date and time by which proposals must be submitted and received by the Department, at any time prior to the Deadline for Submission of Proposals specified in Section 1.0 (Calendar of Events). Modifications to this RFP shall be made by issuance of amendments and/or addenda.

Prior to the Deadline for Submission of Proposals, any such clarifications or modifications as deemed necessary by the Department will be posted to the Department's website.

If a prospective bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the bidder shall immediately notify the Department of such error in writing at PICHCDMIS-BML@health.ny.gov and request clarification or modification of the RFP.

If, prior to the Deadline for Submission of Proposals, 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 proposing. If awarded the Contract, the bidder shall not be entitled to additional compensation by reason of the error or its correction.

5.4 The Department's Reserved Rights

The Department reserves the right to:

1. Reject any or all proposals received in response to the RFP;
2. Withdraw the RFP at any time, at the Department's sole discretion;
3. Make an award under the RFP in whole or in part;
4. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;
5. Seek clarifications and revisions of proposals;
6. Use proposal information obtained through site visits, management interviews and the State's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the Department's request for clarifying information in the course of evaluation and/or selection under the RFP;
7. Prior to the bid opening, amend the RFP 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 proposal modifications addressing subsequent RFP amendments;
9. Change any of the scheduled dates;
10. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
11. Waive any requirements that are not material;
12. Negotiate with the successful bidder within the scope of the RFP 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 proposals received;
15. Every offer shall be firm and not revocable for a period of three hundred and sixty-five days 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, any bid is subject to withdrawal communicated in a writing signed by the bidder; and,
16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a bidder's proposal and/or to determine a bidder's compliance with the requirements of the solicitation.

5.5 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.

5.6 Protest Procedures

In the event an unsuccessful Bidder wishes to protest the award resulting from this RFP, 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/

5.7 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 Section 6.1.2. of this RFP.** 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.

5.8 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 to consent to the use of the Contract entered into pursuant to this RFP by other New York State Agencies, and other authorized purchasers, subject to conditions and the Contractor's consent.

5.9 Intellectual Property

Any work product created pursuant to this RFP and the Contract awarded hereunder and any subcontract shall become the sole and exclusive property of the Department, which shall have all rights of ownership and authorship in such work product.

6.0 PROPOSAL CONTENT

The following includes the format and information to be provided by each Bidder. Bidders responding to this RFP must satisfy all requirements stated in this RFP. All Bidders are requested to submit complete Administrative and Technical Proposals, and are required to submit a complete Cost Proposal. A proposal that is incomplete in any material respect may be rejected.

To expedite review of the proposals, Bidders are requested to submit proposals in separate Administrative, Technical, and Cost packages inclusive of all materials as summarized in Attachment A, Proposal Document Checklist. This separation of information will facilitate the review of the material requested. No information beyond that specifically requested is required, and Bidders are requested to keep their submissions to the shortest length consistent with making a complete presentation of qualifications. Evaluations of the Administrative, Technical, and Cost Proposals received in response to this RFP will be conducted separately. Bidders are therefore cautioned not to include any Cost Proposal information in the Technical Proposal documents.

The Department will not be responsible for expenses incurred in preparing and submitting the Administrative, Technical, or Cost Proposals.

6.1 Administrative Proposal

The Administrative Proposal should contain all items listed below. An Administrative Proposal that is incomplete in any material respect may be eliminated from consideration. The information requested should be provided in the prescribed format. Responses that do not follow the prescribed format may be eliminated from consideration. All responses to the RFP may be subject to verification for accuracy. Please provide the forms in the same order in which they are requested.

6.1.1 Bidder's Disclosure of Prior Non-Responsibility Determinations

Submit a completed and signed Attachment 1, "Prior Non-Responsibility Determinations."

6.1.2 Freedom of Information Law – Proposal Redactions

Bidders must clearly and specifically identify any portion of their proposal that a Bidder believes constitutes proprietary information entitled to confidential handling as an exception to the Freedom of Information Law. See Section 5.7, (Freedom of Information Law)

6.1.3 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/index.htm or go directly to the VendRep System online at www.osc.state.ny.us/vendrep.

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

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

6.1.4 Vendor Assurance of No Conflict of Interest or Detrimental Effect

Submit Attachment 4, Vendor 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.

6.1.5 M/WBE Forms

Submit completed Form #1 and/or Form #2, Form #4 and Form #5 as directed in Attachment 5, "Guide to New York State DOH M/WBE RFP Required Forms."

6.1.6 Encouraging Use of New York Businesses in Contract Performance

Submit Attachment 6, "Encouraging Use of New York State Businesses in Contract Performance" to indicate the New York Businesses you will use in the performance of the Contract.

6.1.7 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.

6.1.8 References

Not applicable.

6.1.9 Diversity Practices Questionnaire

The Department has determined, pursuant to New York State Executive Law Article 15-A, that the assessment of the diversity practices of respondents to this procurement is practical, feasible, and appropriate. Accordingly, respondents to this procurement should include as part of their response to this procurement, Attachment 10 "Diversity Practices Questionnaire". Responses will be formally evaluated and scored.

6.1.10 Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination

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

6.1.11 Executive Order 16 Prohibiting Contracting with Businesses Conducting Business in Russia

Bidder should complete and submit Attachment 12 certifying the status of their business operations in Russia, if any, pursuant to Executive Order 16.

6.1.12 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.

Upon notice of contract award, 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.

Upon notice of contract award, 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, 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.

6.1.13 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 contractor's 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.

Upon notice of contract award, the successful Bidder must file a properly completed Form ST-220-CA with the Department 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
ST-220 TD: http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf

6.1.14 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.

6.2 Technical Proposal

The purpose of the Technical Proposal is to demonstrate the qualifications, competence, and capacity of the Bidder to perform the services contained in this RFP. The Technical Proposal should demonstrate the qualifications of the Bidder and the staff to be assigned to provide services related to the services included in this RFP.

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

While additional data may be presented, the following should be included. Please provide the information in the same order in which it is requested. Your proposal should contain sufficient information to assure the Department of its accuracy. Failure to follow these instructions may result in disqualification.

Pricing information contained in the Cost Proposal cannot be included in the Technical Proposal documents.

6.2.1 Title Page

Submit a Title Page providing the RFP subject and number; the Bidder's name and address, the name, address, telephone number, and email address of the Bidder's contact person; and the date of the Proposal.

6.2.2 Table of Contents

The Table of Contents should clearly identify all material (by section and page number) included in the Bidder's proposal.

6.2.3 Documentation of Bidder's Eligibility Responsive to Section 3.0 of RFP

Bidders must be able to meet all the requirements stated in Section 3.0 of the RFP. The bidder must submit documentation that provides sufficient evidence of meeting the criterion/criteria set forth in Section 3.0. This documentation may be in any format needed to demonstrate how the Bidder meets the minimum qualifications to propose.

Minimum Qualifications

- A minimum of three (3) years' experience developing, implementing, and operating an online case and data management and information system that processes a minimum of approximately 30,000 records on an annual basis, with built in field editing upon entry or import, client listing, reporting, and data extraction functionality.

Preferred Qualifications

Preference will be given to bidders with the following experience:

- A minimum of five (5) years' experience developing, implementing, and operating a statewide healthcare-related case and data management and information system that processes a minimum of approximately 30,000 records on an annual basis, with built in field editing upon entry or import, client listing, reporting, and data extraction functionality.

6.2.4 Technical Proposal Narrative

The Technical Proposal should provide a complete description of the Bidder's capabilities to perform the services required by both Full and UVHV models of the NYS PICHC DMIS, within the contiguous United States, and include their years in business, organizational structure, staffing and other qualifications, and subsidiary business relationships.

The Bidder's technical proposal shall be neither conditioned nor contingent.

The Bidder's narrative should provide a brief summary of their experience and exposure to undertaking the functions and activities described in Section 4.0 Scope of Work in this RFP. Bidders should respond to each element listed below, and label their responses with the corresponding section letter and/or number.

Elements of the Technical Proposal are as follows:

6.2.4.1 Data Collection, Retrieval and Editing (see section 4.1.1)

Bidders should describe in detail their experience, ability, and how they plan to:

- Assume responsibility for all aspects of data collection, retrieval, and editing of both models of the DMIS;
- Create the ability to choose the Full or UVHV model with relevant required minimum data, within one system;
- Review, enhance, update and disseminate CHW encounter data collection forms, subject to Department approval;
- Develop and distribute data collection guidelines, including detailed data field specifications, subject to Department approval;
- Retrieve data via online entry and importing functionality; and
- Ensure data accuracy, including applying individual field-level editing specifications, and assessing overall data submission quality using quality metrics, subject to Department approval.

6.2.4.2 Data Processing and Control (see section 4.1.2)

Bidders should describe in detail their experience, ability, and their plan for:

- Electronically capturing, via online entry and importing functionality, and processing data from all PICHC programs;
- Developing and maintaining control procedures, including but not limited to:
    - Due dates for monthly data submission
    - Record-level search function and individual field-level editing specifications
    - Providing feedback to programs on accepted, updated, incomplete, late or erroneous/rejected data entries
    - Internal role-specific dashboard navigability and searching, detailed agency and client listings (see Attachments D. Reports & Dashboards and G. UVHV Reports & Dashboards).
- Adding alerts for follow-up services and reminders for when data reports are due.

6.2.4.3 Data Loading, Storage and Archiving (see section 4.1.3)

Bidders should describe in detail their experience, ability and plan to:

- Load currently active client and visit data;
- Maintain a minimum five (5) year active database of client and visit records, as well as a minimum of five (5) years of historical master computer files for both the Full, and UVHV models as available;
- Provide off-site recoverable secure storage of all active and historical files, including location and/or supplier; and
- Re-create data (if lost) at no cost to the Department.

6.2.4.4 Computer Production System (see section 4.1.4)

Bidders should describe:

- All computer system hardware, software, programming languages, file layouts, coding and editing schemes, operating and security systems, utilities, secure on and off site storage media and suppliers, and any other equipment or services they propose using for the DMIS; and

- Their experience with and how they will create and maintain a user-friendly secure website, including the structure being proposed for use, and all navigation, access controls, and security procedures.

Bidders should detail their experience, ability, and plan to:

- Ensure the Contractor-sponsored website and application and corresponding data and network configuration meet the specifications outlined in NYS OITS's Secure Configuration Standard Policy, Account Management/ Access Control Policy, and Information Security Policy, and the Federal HIPAA Security Regulation;
- Provide access to Full and UVHV model data sets to the Department and programs via secure file transfer in standard format (e.g., Excel, .CSV file or ASCII text) or via secure portal to the database tables for SQL query;
- Provide selected information via secure file transfer protocols or on password protected and encrypted CD ROM, DVD, or flash drive in standard format (e.g., CSV, or ASCII text) as requested and within a reasonable time frame, not to exceed two weeks; and
- Respond to other special programming requests and systems modifications within 30 days, or within a reasonable time frame negotiated and approved by the Department via email.

6.2.4.5 Data Ownership (see section 4.1.5)

The Bidder should describe their understanding of and any related experience they have with data ownership, including:

- How they plan to provide the Department with any and all data upon request; and
- Their plan to conduct secure, confidential and timely destruction of any and all data and storage media associated with both models of the PICHC DMIS, and provide certification verifying its destruction upon completion or termination of the contract.

6.2.4.6 Analysis and Documentation of the Data System (see sections 4.1.6)

Bidders should describe in detail their experience and ability, and how they propose to:

- Fully document all technical aspects, business processes, planning, development, testing, and implementation of both models of the DMIS using recognized methodologies and documentation, including:
    - Requirements specifications;
    - Technical system descriptions;
    - A logical design; and
    - A physical design.

6.2.4.7 Implementation Plan (see section 4.1.7)

The Bidder should describe in detail their experience and ability to provide a detailed description of a plan for the analysis, documentation and full implementation and ongoing operation of the DMIS, including a detailed 12-month project management schedule showing the timeline as applicable for the complete design, development, testing and implementation, operation, maintenance, and enhancement of the data system; and plan for the thorough testing of all phases of the system prior to and post implementation and a description of how the system will be tested upon introduction of corrections or enhancements and how security, performance, load, stress, accessibility, usability, etc. will be incorporated into testing.

Evidence of experience should include, at a minimum: a statement explaining previous qualifying experience and/or exposure that qualifies the bidder and, if applicable, its subcontractor(s), to undertake the functions and activities required in this RFP; narrative descriptions of (a) the bidder's organization, including the parent and all subsidizing companies; (b) number of years and description of the bidder's experience in developing, implementing, and operating applications comparable in size, scope, and functionality to both models of the PICHC DMIS; and a complete staffing plan identifying all key professional personnel and person(s) to be responsible for the various required components and functions of the system, along with their qualifying resumes if available. If resumes are not available at the time of bid, proposed staff titles, qualifications and job descriptions should be included in the staffing plan, and resumes submitted when and if the positions are filled.

The plan should describe their ability to and detail how they will adhere to the plan and schedule described in section 4.1.7 to accomplish the following:

- Develop, test, deploy, and retest both models of the PICHC DMIS; establish and manage the secure website, with hierarchical, user role-specific access to dashboards and detailed listings agency/client information, and a search function;
- Initiate training and technical support for users, including providing a built-in training version of the Full model of the PICHC DMIS;
- Capture, process, and validate the data;
- Load, store, and securely backup currently active client data and archive/securely backup, data inactive for more than five (5) years;
- Develop, test, and deploy standardized quarterly, performance measure, and custom and ad hoc reporting;
- Develop end-user data importing and exporting and alert functionality; and
- Maintain, enhance, and transition the PICHC DMIS.

The Contractor should describe their ability to provide results from a third-party audit of the system and the Contractor by an accredited auditor against industry standards (e.g., SOC2 Type 2, HITRUST, CSA STAR Level 2, FedRAMP ATO), within twelve (12) months of the contract start date.

The Contractor should describe their ability to provide information regarding their vulnerability management, including, but not limited to, third party penetration testing results, infrastructure vulnerability scanning results, and Dynamic Application Security Testing (DAST) scanning results, including vulnerability findings and remediation.

6.2.4.8 Training and Technical Support (see section 4.2)

Bidders should describe their experience and ability to provide training and support to both PICHC model programs, and propose a plan that describes in detail how they will:

- Develop training documentation and user guides for navigating both models of the data system, entering and retrieving data, and creating and interpreting reports, and provide built-in training versions of both models of the data system;
- Develop and maintain a Frequently Asked Questions (FAQ) section;
- Provide training and technical support directly to the Department and PICHC program staff for collection and entry of CHW encounter data to ensure accurate and complete data entry as well as submission quality;
- Provide training and technical support directly to the Department and PICHC program staff on navigating the data system and interpretation of reports;

- Conduct up to twelve (12) trainings via webinar each contract year, as needed;
- Ensure training and demonstrations of the system, whether via webinar screen share or in documentation, are conducted using only test or scrambled data that is completely scrambles or fabricated in accordance with HIPAA Safe Harbor de-identification standards (45 CFR § 164.514(b)) and must contain no actual Protected Health Information (PHI) or Personally Identifiable Information (PII);
- Post on the Contractor-sponsored website, in a downloadable or printable format, all Webinar trainings, detailed data manuals, and website and application specifications for users at all PICHC programs, and the Department;
- Provide a help desk with a dedicated email address and a toll-free telephone number (operable Monday through Friday between the hours of 8:00 AM and 5:00 PM Eastern Time) for program support and/or consultation; and
- Meet with Department staff at least four (4) times per contract year. At the discretion of the Department , at least one (1) of the four (4) meetings may be conducted in person in Albany, New York.

6.2.4.9 Data Reporting, Importing and Extraction Detail (see section 4.3)

The Bidder must describe in detail their experience, ability, and plan to:

- Produce the required standard statistical data system reports discussed in Section 4.3 and shown in Attachments D. Reports & Dashboards and G. UVHV Reports & Dashboards and make available via the Web-based application to the appropriate parties and for the specifiable time frames;
- Modify existing report formats and develop new formats in cooperation with the Department, including how long it would take to provide these reports once specifications are agreed upon;
- Assure accuracy and timeliness of reports using the quality control procedures it has in place;
- Provide ad hoc reporting functionality on-line, including the ability to generate, graph, and print a variety of program and state-specific reports on data elements of particular and periodic interest;
- Provide custom reports upon request, including the length of time it would take to prepare such reports; and
- Provide data extraction and importing functionality for the Department and participating agencies in the prescribed format and for the specifiable timeframes, via a secure portal, and with anonymous data table linking capability for the main system.

6.2.4.10 Information Technology (see section 4.4)

The Bidder should describe how their application, website, and all supporting systems and components, including but not limited to, any forms and databases that include Personal Health, Personal Identification or other New York State information, will comply with all NYS security policies and standards listed at http://its.ny.gov/tables/technologypolicyindex.htm.

The Bidder also should describe their ability to ensure that their proposed system, website and all supporting components will meet Department security requirements of Moderate for Confidentiality, Integrity, and Availability (CIA) and IAL2/SSL2/FAL2.

6.2.4.11 Security (see Attachment H. DOH Third-Party Security Requirements and section 4.5)

The Bidder should describe their ability and plan to comply with all privacy and security policies and procedures of the Department, applicable state and federal law and administrative guidance with respect to the performance of the contract.

6.2.4.12 Transition (see section 4.6)

The Bidder should describe in detail its experience and ability to:

- Migrate the contents of the DMIS to the Department or its designee;
- Develop an end of contract transition plan no later than four (4) months before the last day of the contract, including detail about how it will turn over all data files, report templates, and complete and comprehensive documentation;
- Ensure and verify certification of security and confidentiality in removing, deleting, and destroying all Full and UVHV PICHC databases, data files, backup data, archives, off site stored data and compressed and zipped data associated with the PICHC DMIS.
- Provide to the Department any and all data upon request, and destroy the storage media containing any of the PICHC DMIS databases, such as hard disks, drives, backup drives, off site backup drives, server drives, and tapes.
- Maintain custody of all media storage devices that contain Department owned data from the DMIS until physical destruction of the storage devices has occurred, and provide certification for verification of media and device destruction.

6.3 Cost Proposal

Submit a completed and signed **Attachment B – Cost Proposal.** The Cost Proposal shall comply with the format and content requirements as detailed in this RFP and in Attachment B. Failure to comply with the format and content requirements may result in disqualification. Note that Cost Proposal content is not allowed in the Technical Proposal.

The bid price is to cover the cost of furnishing all of the product(s) and/or services sought to be procured, including but not limited to travel, materials, overhead, profit and labor to the satisfaction of the Department and the performance of all work set forth in said specifications.

Proposals received above the maximum allowable total bid price of $600,000, for the 5-year contract term, may be disqualified.

7.0 PROPOSAL SUBMISSION

A proposal consists of three distinct parts: (1) the Administrative Proposal, (2) the Technical Proposal, and (3) the Cost Proposal. The table below outlines the requested format and volume for submission of each part. Proposals should be submitted in <u>all</u> formats as prescribed below.

	Electronic Submission
Administrative Proposal	1 email PDF(s) labeled “Administrative Proposal” containing a standard searchable PDF file with copy/read permissions only.
Technical Proposal	1 email PDF(s) labeled “Technical Proposal” containing a standard searchable PDF file with copy/read permissions only.

Cost Proposal	1 email PDF(s) "Cost Proposal" containing standard searchable PDF file(s) with copy and read permissions only.

Email PDF-formatted Electronic Submission Instructions:

1. Submit three (3) separate, searchable, and open and permission password protected, PDF proposals in three (3) separate emails to: PICHCDMIS-BML@health.ny.gov. Use this naming convention for the subject line of each email: <Type of Proposal Submission, Bidder Name, RFP# C043879>.
2. Include, as attachment to each email, the distinct PDF file labeled "Administrative Proposal", "Technical Proposal", or "Cost Proposal" followed by Company name and RFP number. Example: "Technical Proposal Submission, ABC Company, RFP# C043879".
3. All electronic bid submissions should be clear and include page numbers at the bottom of each page.
4. All electronic bid submissions should be in PDF Optical Character Recognition (OCR) searchable format.
5. The body of the email should also include the password to the file, contact information, and indicate the total number of pages intended, and, where indicated, each subset of pages listed. **Example: Administrative Proposal 14 pages total, Attachment 3 – 1 page.**
6. A font size of eleven (11) points or larger should be used. All submitted documents should contain appropriate header and footer information.
7. 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. Offeror shall have 2 business days to respond to such requests and must certify the resubmission is identical to the original submission.
8. 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.
9. 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 RFP and provide all requested information and no extraneous or additional information or material.
10. Audio and/or videotapes are not allowed. Any submitted audio or videotapes will be ignored by the evaluation teams.

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

The proposal must be received by the Department, no later than the Deadline for Submission of Proposals specified in Section 1.0, (Calendar of Events). Late bids will not be considered.

7.1 No Bid Form

Bidders choosing not to bid are requested to complete the No-Bid form, Attachment 2. Although not mandatory, such information helps the Department direct solicitations to the correct bidding community.

8.0 METHOD OF AWARD

8.1 General Information

The Department will evaluate each proposal based on the "Best Value" concept. This means that the proposal that best "optimizes quality, cost, and efficiency among responsive and responsible offerors" shall be selected for award (State Finance Law, Article 11, §163(1)(j)).

The Department**,** at its sole discretion, will determine which proposal(s) best satisfies its requirements. The Department reserves all rights with respect to the award. All proposals deemed to be responsive to the requirements of this procurement will be evaluated and scored for technical qualities and cost. Proposals failing to meet the requirements of this RFP may be eliminated from consideration. The evaluation process will include separate technical and cost evaluations, and the result of each evaluation shall remain confidential until evaluations have been completed and a selection of the winning proposal is made.

The evaluation process will be conducted in a comprehensive and impartial manner, as set forth herein, by an Evaluation Committee. The Technical Proposal and compliance with other RFP requirements (other than the Cost Proposal) will be weighted **70%** of a proposal's total score and the information contained in the Cost Proposal will be weighted **30%** of a proposal's total score.
Bidders may be requested by the Department to clarify the contents of their proposals. Other than to provide such information as may be requested by the Department, no Bidder will be allowed to alter its proposal or add information after the Deadline for Submission of Proposals listed in Section 1.0 (Calendar of Events).

In the event of a tie, the determining factors for award, in descending order, will be:

(1) lowest cost and
(2) proposed percentage of M/WBE participation.

8.2 Submission Review

The Department will examine all proposals that are received in a proper and timely manner to determine if they meet the proposal submission requirements, as described in Section 6.0 (Proposal Content) and Section 7.0 (Proposal Submission), including documentation requested for the Administrative Proposal, as stated in this RFP. Proposals that are materially deficient in meeting the submission requirements or have omitted material documents, in the sole opinion of the Department, may be rejected.

8.3 Technical Evaluation

The evaluation process will be conducted in a comprehensive and impartial manner. A Technical Evaluation Committee comprised of Program Staff of Department will review and evaluate all proposals.

Proposals will undergo a preliminary evaluation to verify Minimum Qualifications to Propose (Section 3.0).

The Technical Evaluation Committee members will independently score each Technical Proposal that meets the submission requirements of this RFP. The individual Committee Member scores will be averaged to calculate the Technical Score for each responsive Bidder.

The scores will be normalized by using the following formulas:
Z = (X/Y)***70**
X is the average raw technical score of the proposal being scores;
Y is the average raw technical score of the highest raw Technical Proposal; and
Z is the Total Technical Score.

The Technical Proposal evaluation is **70% (up to 70 points)** of the final score.

8.4 Cost Evaluation

The Cost Evaluation Committee will examine the Cost Proposal documents. The Cost Proposals will be opened and reviewed for responsiveness to cost requirements. If a cost proposal is found to be non-responsive, that proposal may not receive a cost score and may be eliminated from consideration.

The Cost Proposals will be scored based on a maximum cost score of 30 points. The maximum cost score will be allocated to the Cost Proposal with the lowest all-inclusive not-to-exceed maximum price. All other responsive proposals will receive a proportionate score based on the relation of their Cost Proposal to the Cost Proposal(s) offered at the lowest final cost, using this formula:

C = (A/B)***30**
A is Total price of lowest Cost Proposal;
B is Total price of Cost Proposal being scored; and
C is the Cost score.

The Cost Proposal evaluation is **30% (up to 30 points)** of the final score.

8.5 Composite Score

A composite score will be calculated by the Department by adding the Technical Proposal points and the Cost Proposal points awarded. Finalists will be determined based on composite scores.

8.6 Interviews

Not Applicable.

8.7 References

Not Applicable.

8.8 Best and Final Offers

The Department reserves the right to request best and final offers. In the event the Department exercises this right, all Bidders that submitted a proposal that are susceptible to award will be asked to provide a best and final offer. Bidders will be informed that should they choose not to submit a best and final offer, the offer submitted with their proposal will be construed as their best and final offer.

8.9 Award Recommendation

The Evaluation Committee will submit a recommendation for award to the Bidder with the highest composite score(s) whose experience and qualifications have been verified.

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

9.0 ATTACHMENTS

The following attachments are included in this RFP 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 Required Forms & Forms
6. Encouraging Use of New York Businesses in Contract Performance
7. Bidder's Certified Statements
8. DOH Agreement (Standard Contract)
9. References (Not applicable)
10. Diversity Practices Questionnaire
11. Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination
12. Executive Order 16 Prohibiting Contracting with Business Conducting Business in Russia
13. Attachment 14 - State Finance Law 139M Attestation Gender Based Violence

Attachment A follows below in this RFP.

Attachments B-H are provided for your reference on the Department's Grant/Funding Opportunities webpage for RFP # C043879 found at https://www.health.ny.gov/funding/.

A. Proposal Document Checklist
B. Cost Proposal
C. Forms & User Manual
D. Reports & Dashboards
E. Import Specifications
F. UVHV Forms & User Manual
G. UVHV Reports & Dashboards
H. DOH Third-Party Security Requirements

ATTACHMENT A
PROPOSAL DOCUMENT CHECKLIST

Please reference Section 7.0 for the appropriate format and quantities for each proposal submission.

RFP # C043879 – Perinatal and Infant Community Health Collaboratives Data Management and Information System		
FOR THE ADMINISTRATIVE PROPOSAL		
RFP §	**SUBMISSION**	**INCLUDED**
§ 6.1.1	Attachment 1 - Bidder's Disclosure of Prior Non-Responsibility Determinations	☐
§ 6.1.2	Freedom of Information Law – Proposal Redactions (If Applicable)	☐
§ 6.1.3	Attachment 3 - Vendor Responsibility Attestation	☐
§ 6.1.4	Attachment 4 - Vendor Assurance of No Conflict of Interest or Detrimental Effect	☐
§ 6.1.5	M/WBE Participation Requirements:	☐
	Attachment 5 - Form 1	☐
	Attachment 5 - Form 2 (If Applicable)	☐
	Attachment 5 - Form 4	☐
	Attachment 5 - Form 5 (If Applicable)	☐
§ 6.1.6	Attachment 6 - Encouraging Use of New York Businesses	☐
§ 6.1.7	Attachment 7 - Bidder's Certified Statements	☐
§ 6.1.8	Attachment 9 – References (Not Applicable)	☐
§ 6.1.9	Attachment 10 - Diversity Practices Questionnaire	☐
§ 6.1.10	Attachment 11 - EO 177 Prohibiting Contracts with Entities that Support Discrimination	☐
§ 6.1.11	Attachment 12 – EO 16 Contracting with Businesses Conducting Business in Russia	☐
§ 6.1.12	State Finance Law Consultant Disclosure	☐
§ 6.1.13	Sales and Compensating Use Tax Certification	☐
§ 6.1.14	Attachment 14 - Gender-Based Violence and the Workplace Certification	☐
FOR THE TECHNICAL PROPOSAL		
RFP §	**SUBMISSION**	**INCLUDED**
§ 6.2.1	Title Page	☐
§ 6.2.2	Table of Contents	☐
§ 6.2.3	Documentation of Bidder's Eligibility (Requirement)	☐

§ 6.2.4	Technical Proposal Narrative	☐
FOR THE COST PROPOSAL REQUIREMENT		
RFP §	**REQUIREMENT**	**INCLUDED**
§ 6.3	Attachment B - Cost Proposal	☐