



Department of Health

AND HEALTH RESEARCH, INCORPORATED

Request for Proposals

RFP No. 20455

Behavioral Risk Factor Surveillance System (BRFSS)

Issued: August 14th, 2024

DESIGNATED CONTACT:

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

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1.0 CALENDAR OF EVENTS

RFP #20455 – BEHAVIORAL RISK FACTOR SURVEILLANCE SYSTEM SURVEY	
<u>EVENT</u>	<u>DATE</u>
Issuance of Request for Proposals	8/14/2024
Deadline for Submission of Written Questions	Questions Due By 9/11/2024 5:00 p.m. ET
Responses to Written Questions Posted by DOH/HRI	On or About 10/2/2024
Deadline for Submission of Proposals	Proposals Due on Or Before 10/23/2024 5:00 p.m. ET
<u>Anticipated</u> Contract Start Date	10/1/2025

2.0 OVERVIEW

Through this Request for Proposals (RFP), the New York State (NYS, State) Department of Health (“DOH”) and Health Research, Inc. (HRI) are seeking competitive proposals from any company or organization which meets the Mandatory Requirements, as outlined in [Section 3.1](#), to provide services as further detailed in [Section 4.0](#) (Scope of Work). DOH intends to award one (1) state contract and HRI intends to award two (2) HRI contracts from this procurement.

The purpose of this RFP is to select a contractor to assist DOH and HRI with conducting the NYS Behavioral Risk Factor Surveillance System (BRFSS) according to the standardized protocol developed by the Centers for Disease Control and Prevention (CDC) (Attachment 13, BRFSS Data Collection Protocol, Bidder’s Library). HRI is a not-for-profit corporation affiliated with DOH whose mission is to independently assist DOH and to build a healthier future for New York State and beyond through the delivery of funding and program support to further public health and research programs.

2.1 Introductory Background

The BRFSS is an annual phone survey conducted by all 50 states, the District of Columbia, and several territories in coordination with CDC. DOH/HRI has conducted the statewide BRFSS according to CDC protocol since 1985. The annual statewide telephone survey of adults is administered through DOH’s Bureau of Chronic Disease Evaluation and Research, Division of Chronic Disease Prevention. Data obtained from the BRFSS is vital and used by multiple DOH/HRI programs and partners

around NYS for surveillance, planning, policy, and evaluation purposes. Information regarding the BRFSS, including the CDC protocol, may be found on the CDC website at <http://www.cdc.gov/brfss/> and for the NYS BRFSS on DOH website <http://www.health.ny.gov/statistics/brfss/>.

The BRFSS is supported by a cooperative agreement with the CDC and by State and Federal funding provided by DOH/HRI programs and other State agencies to support the inclusion of program-specific questions. As part of the BRFSS annual survey, a randomly selected sample of non-institutionalized adults (aged 18 years and older) is administered survey questions that assess modifiable risk behaviors and other factors contributing to the leading causes of morbidity and mortality in the population (Attachment 15, BRFSS 2023 Questionnaire, Bidder's Library). The BRFSS was developed by the CDC to promote consistent data collection across states, while simultaneously affording flexibility to meet the annual information needs of the DOH and others. The BRFSS questionnaire includes a core set of questions used by all participating states within a given year. Individual states also can add CDC-developed optional questions of specific interest and can address their emerging public health issues through the use of state-added questions. States also have the option of conducting split surveys, fielding two (2) or more questionnaires consisting of a common core set of questions and a different mix of optional and state-added questions within a survey year. This allows states to obtain information on a greater variety of topics and, importantly, for a larger sample. DOH makes every effort to maximize BRFSS sample size with the resources available. Increasing sample size has the advantage of providing greater power and precision for reporting results with respect to gender, age, geography, and the racial/ethnic composition of the population. In 2022, BRFSS completed approximately 15,000 interviews using a split questionnaire design. Approximately 75% of the interviews were cellphone interviews. NYS BRFSS surveys are conducted in both English and Spanish. Each year DOH determines the number of completed surveys to be attained based on available funding at least two (2) months prior to the start of data collection.

The CDC BRFSS methodology and protocol has also been applied to other DOH telephone surveys. Both the CDC and DOH/HRI have used the BRFSS survey as the basis for completing call back surveys with a portion of the sample completing the annual survey. Between 2006 and 2022 the NYS BRFSS incorporated an Asthma Call Back Survey (Attachment 16, BRFSS/Asthma Surveys, Bidder's Library – both adult and child questionnaire is asked of the adult). It is anticipated that the Asthma Call Back Survey will be conducted each year as a component of the NYS BRFSS; therefore, this RFP includes criteria and scoring to assess the experience and ability of bidders to conduct a call back survey.

The CDC BRFSS methodology was also used for the 2003, 2009, 2013, 2016, 2018 and 2021 Expanded BRFSS projects for county and local-level BRFSS surveillance. In 2021, the Expanded BRFSS, referred to throughout this RFP as "Expanded", collected approximately 39,900 complete surveys. Of the 39,900 completed surveys, 62% (approximately 24,800) were cellphone interviews. Information regarding the Expanded BRFSS projects may be found on DOH website

<http://www.health.ny.gov/statistics/brfss/expanded/>. These surveys require using stratification, over-sampling, and other survey techniques to improve survey efficiency and reduce bias. They also require the application of statistical methods to weight the data to produce statistically valid population estimates. This RFP will serve as the basis of completing the scope of work for completing the annual BRFSS and the Expanded BRFSS survey that is expected to occur in 2027.

The 2027 NYS BRFSS will include both a landline and a cellphone data collection survey component which shall be administered in adherence to the CDC protocol within the contract period.

The CDC has encouraged states to pursue alternative formats for administering the BRFSS, including by mail, internet or smartphone application. This RFP includes criteria and scoring to assess the experience and ability of bidders to conduct the survey using alternative formats (i.e., other than landline or cellphone) should there be the need and funding available for these purposes within the contract period. These alternative formats for the BRFSS would be introduced following the start of a new multiyear cooperative agreement with the CDC in August 2024 and impact BRFSS data collection starting with the 2025 survey year.

2.2 Important Information

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

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

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

Any qualifications or exceptions proposed by a bidder to this 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 amendments DOH/HRI makes to the RFP as a result of questions and answers will be publicized on the DOH and HRI web sites.

2.3 Term of the Agreement

The State contract term is expected to be for a period of *five(5) years and six (6) months* 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). The HRI contract term is one (1) year with 4 subsequent renewals totaling five (5) years.

3.0 BIDDERS QUALIFICATIONS TO PROPOSE

3.1 Minimum Qualifications

NYSDOH/HRI will accept proposals from organizations with the following types and levels of experiences as a prime contractor.

- Minimum of three (3) years of telephone-based survey experience administering dual-path phone surveys (conducted via both landline and cellphone) of at least 100 questions in length; and
- Minimum of three (3) years of experience using Computer Assisted Telephone Interviewing (CATI) application software methodology for developing and administering telephone surveys in English and Spanish; and
- Must have a functional call center located and operating within the continental United States.

Experience acquired concurrently **is** considered acceptable.

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 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.

3.2 Preferred Qualifications

Bidders that demonstrate experience with the following requirements are preferred:

- At least one (1) year of experience administering the BRFSS for a state or US Territory; and/or
- At least one (1) year of experience administering phone surveys requiring approximately 20,000 outgoing contacts (outgoing calls to distinct phone numbers) per month; and/or
- At least one (1) year of experience completing interviews for approximately 1,500 households/cellphones per month; and/or
- At least one (1) year of experience achieving Council of American Survey Research Organizations (CASRO) or American Association for Public Opinion Research (AAPOR) response rates of at least 25% for telephone surveys of at least 100 questions in length.

4.0 SCOPE OF WORK

This Section describes the *Survey Research services* that are required to be provided by the selected bidder. The selected bidder must be able to provide all of these services throughout the contract term.

PLEASE NOTE: Bidders will be requested to provide responses that address all of the 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 contractor will be responsible for administering the BRFSS for New York State in accordance with CDC’s protocol (Attachment 13) and [Section 4.0](#) scope of work. As described in [Section 5.4](#), payment will be based on the number of complete survey interviews administered and delivered and on the number of complete surveys administered and delivered through the alternative modes described in section 4.1.4. For the purpose of this RFP, a complete survey interview or complete alternative mode survey is defined according to the standards of the AAPOR and reflects a survey in which the selected respondent has been asked all questions up to and including the demographic questions which will be used for weighting. The contractor will perform the following 6 tasks/deliverables described below to deliver complete surveys for the Annual Statewide NYS BRFSS, NYS Expanded BRFSS and Asthma Call Back Surveys:

During the period from January 1st through December 31st of each survey year, the contractor will be conducting surveys.

During the period from October 1st through December 31st, prior to each survey year, the contractor will be responsible for start-up activities in advance of the beginning of data collection in January for each survey year. It is anticipated that the contractor will conduct the 2026, 2028 and 2029 Annual BRFSS January through December of each year and will conduct the Expanded BRFSS in 2027 and 2030.

During the period from January 1 through March 31 following each survey year, the contractor will be responsible for data cleaning and preparation and submission of the final data set to the DOH and the CDC.

Please see [Attachment C](#) State/HRI Contract Period and Activities.

4.1.1 Annual Statewide BRFSS

The contractor will conduct the annual Statewide NYS BRFSS according to the CDC protocols for landline and cellphone data collection in survey years 2026, 2028, and 2029. The average telephone survey length is approximately 25 minutes, with approximately 140 questions including core, optional, and state-added modules for the annual NYS BRFSS. To enable New York to accommodate additional questions and field surveys longer than 25 minutes, pricing is

also requested for surveys exceeding 25 minutes in length. Typically, a larger number of additional questions are included, requiring the questions to be asked via split surveys. The goal number of interviews to be completed varies from year to year based on availability of funding, but typically is around 12,000 to 14,000 completed survey interviews in total. The proportion of interviews by cellphone and landline is set by the CDC but is expected to include at least 88% completed by cellphone.

The total goal number of survey interviews to be completed for DOH and HRI will be established in advance of the survey start date, to be determined.

The annual BRFSS (bid as Section A in Attachment B Cost Proposal), is conducted by landline and cellphone. In Year 1 it is anticipated that approximately 88% of interviews will be completed via cellphone and approximately 12% of interviews completed via landline. A corresponding Asthma CallBack survey (see Section 4.1.19 Asthma Call Back Surveys and Attachment B Cost Proposal) also occurs annually, pending available funding.

A completed interview is defined according to the standards of the AAPOR and reflects an interview in which the selected respondent has been asked all questions up to and including the demographic questions which will be used for weighting. The completed interviews will be distributed according to a geographic stratification developed as part of the sampling plan in conjunction with DOH/HRI staff.

The main deliverable associated with the annual BRFSS are datafiles of completed survey interviews submitted to CDC and to DOH/HRI. To meet requirements, the contractor will need to complete the following tasks, which will be monitored by the DOH/HRI Project Team throughout the contract period.

4.1.1.1 Collaborate with New York State to develop a sampling plan for landline and cellphone telephone interviews that satisfies CDC requirements and New York State specifications, including oversampling of geographic regions or sub-populations, as needed. Sampling plans are finalized prior to each data collection year.

4.1.1.2 Collaborate with New York State to program and test the survey questionnaire(s) using contractor supplied Computer Assisted Telephone Interviewing (CATI) application software methods in both English and Spanish. Provide estimates for state-added content to support the DOH/HRI project team in planning. Produce a document describing the file layout based on the final programmed questionnaire.

4.1.1.3 Provide Spanish language translation for New York State-added questions previously not included in the BRFSS.

4.1.1.4 Provide services to support development of up to five questions upon DOH/HRI request not previously included in the BRFSS or other phone surveys: including review by interviewers, cognitive testing, pretesting and writing interview prompts, developing coding for open-ended questions. Historically, these services have been requested four times in the past five years.

4.1.1.5 Maintain the current methodology documented in the CDC BRFSS protocol and updated guidance from CDC to collect questionnaire data in either English or Spanish from adult respondents by trained interviewers using CATI application software using the BRFSS protocols (Attachment 13, Bidder's Library) for landline and cellphone data collection. Data collection will occur through single survey or split survey methods as requested by DOH/HRI during questionnaire development. The selected vendor will be expected to participate in routine data collectors' meetings hosted by CDC to keep up to date with changes in administration and data transmission requirements.

4.1.1.6 Employ widely recognized quality control indicators, disposition codes and response rate measures common to telephone survey methodologies as specified in the CDC BRFSS protocol.

4.1.1.7 Train and perform ongoing monitoring of interviewers on the annual New York BRFSS to ensure adherence with BRFSS protocol, ensure high response rates, promote accurate disposition coding, and achieve quality data. As necessary, implement plans of correction to address issues with interviewer performance.

4.1.1.8 Conduct timely correction of data errors identified through data quality assurance processes or by DOH/HRI or CDC staff.

4.1.1.9 As needed, make mid-year adjustments to the survey questionnaire and/or sampling plan and/or methods in response to emergent state or federal data collection requirements.

4.1.1.10 Manage and monitor the performance of the sample received from CDC across strata of the survey design, adjusting quarterly sample orders to CDC as necessary.

4.1.1.11 Maintain data management and storage procedures to enable secure data storage and transfer (see [Section 4.5 Security](#)). Adhere to CDC guidance regarding the format and timing of data submission, including use of the CDC OneEdits program (See Attachment D Using OneEdits).

4.1.1.12 Maintain a secure portal for sharing datafiles and reports with the DOH/HRI project team.

4.1.1.13 Participate in routine meetings with the DOH/HRI project team, providing updates on the project status, including Asthma Call Back (Section 4.1.3), and reviewing and resolving issues with data collection and transmission.

4.1.1.14. Enable monthly remote monitoring of interviews by members of the DOH/HRI project team.

4.1.2 Expanded County-Level BRFSS

The contractor will conduct data collection and provide survey research services to produce representative data for each of the 62 counties as part of the Expanded BRFSS. The additional survey to achieve representative county-level estimates will be integrated with New York's annual BRFSS and should be conducted in accordance with CDC protocols for BRFSS. The telephone survey length will take approximately 25 minutes, with approximately 140 questions. To enable New York to accommodate additional questions and field surveys longer than 25 minutes, pricing is also requested for surveys exceeding 25 minutes in length. The goal number of complete survey interviews for an Expanded County-Level BRFSS is approximately 35,000 to 40,000 completed survey interviews. The required proportion of cellphone and landline interviews each year is determined by the CDC. The goal number of interviews to be completed per county will be established in advance of the survey start date, to be determined. The selected contractor will be responsible for providing survey research services in addition to those needed to administer the annual BRFSS as outlined above (Section 4.1.1.1 – 4.1.1.14).

The Expanded BRFSS (Section B in [Attachment B](#) Cost Proposal) will be conducted via landline and cellphone in 2027 and 2030. When the Expanded BRFSS is administered it replaces the Annual BRFSS so that for the Expanded BRFSS year Section B pricing (See [Attachment B](#) Cost Proposal) is in effect. A corresponding Asthma Call Back survey also occurs when the Expanded BRFSS is conducted (see Section 4.1.3 Asthma Call Back Surveys and [Attachment B](#) Cost Proposal).

A completed survey interview is defined according to the standards of the AAPOR and reflects an interview in which the selected respondent has been asked all questions up to and including the demographic questions which will be used for weighting.

The Expanded BRFSS will require additional survey activities (sampling plan development, sample order and purchase, statistical weighting, development of documentation and technical reports). The completed survey interviews will be distributed according to a geographic stratification developed as part of the sampling plan in conjunction with DOH/HRI staff.

In addition to completing the tasks outlined in sections 4.1.1.1 – 4.1.1.14, in expanded survey years (2027), the contractor will also complete the following tasks:

4.1.2.1 Develop a stratified sampling plan to achieve representative estimates for each of the 62 counties in New York State. The sampling plan would build upon the sampling plan used for the annual BRFSS and oversample less populated counties to achieve a minimum sample of complete interviews (approximately 400) within each county.

4.1.2.2 Develop weights using iterative proportional fitting or other methods to enable valid county-level estimates to be generated for each of the 62 counties in New York State from data collected as part of the Expanded BRFSS.

4.1.2.3 Develop documentation describing the sampling plan and weights.

4.1.3 Asthma Call Back Surveys

The contractor will be responsible for conducting all aspects of the Asthma Call Back Surveys (adult and child versions, both asked of the adult, Attachment 16, (Bidder's Library) as a component of the 2026 - 2030 NYS BRFSS. The Asthma Call Back Survey length is approximately 20 minutes, with approximately 110 questions for each survey. Interviews are conducted with respondents to the annual NYS BRFSS who previously agreed to be called back. The surveys should be conducted in accordance with the detailed specifications provided in Attachment 14, 2022 Asthma Call Back Survey Guidelines (Bidder's Library). For the NYS Annual Statewide BRFSS, the goal number of Asthma Call Back interviews to be completed varies from year to year based on available funding, but typically is around 500 completed survey interviews in total. In a year in which the Expanded County-Level BRFSS occurs the expected number of interviews is 1500. The goal number of interviews to be completed will be established in advance of the survey start date, to be determined. As part of administration of the Asthma Call Back Surveys, the contractor will complete the following tasks:

A completed Asthma Call Back survey interview is defined according to the standards of the AAPOR and reflects an interview in which the selected respondent has been asked all questions up to and including the demographic questions which will be used for weighting.

4.1.3.1 Program via CATI to incorporate questions to allow for the administration of the Asthma Call Back in the questionnaire for the NY BRFSS and to administer the Asthma Call Back Survey (in English and Spanish) as specified by CDC and NYS.

4.1.3.2 Develop methods to recruit eligible participants of the BRFSS to complete the Asthma Call Back Survey and administering the Asthma Call Back Survey in English and Spanish according to BRFSS guidelines.

4.1.3.3 Implement practices to ensure a high rate of participation among respondents eligible for Asthma Call Back Survey.

4.1.3.4 Administer the Asthma Call Back Surveys, in accordance with methods developed by CDC and described in Attachment G.

4.1.4 Alternative Mode BRFSS Surveys and Survey Research Services

4.1.4.1 Over the past five years the CDC has pilot tested administering the BRFSS through alternative modes, including incorporating internet panels into random-digit dial samples (RDD), using random-digit dial (RDD) telephone calls and texts to recruit respondents for web surveys, and using address-based sampling (ABS) methods to recruit respondents for web surveys. Social media

recruitment to web surveys is another growing method being used for population surveys. For many of these modes, participant incentives are used to better ensure high response rates and improve representativeness of collected data. Should there be a need, the selected vendor will be responsible for administering the BRFSS for NY in these alternative modes during the period of the contract. The content of the survey and survey length would correspond with the specifications of the Annual Statewide BRFSS and Expanded County-Level BRFSS (see Section 4.1.1 and section 4.1.2). Data collection would follow specifications developed by the CDC. The selected vendor would be required to develop capacity to administer the BRFSS survey according to the specifications provided and transmit datafiles to CDC and DOH/HRI.

Although alternative mode surveys have not been conducted in the past, if conducted during the awarded contract term, it is estimated that these types and estimated quantities may be required.

Alternative Mode Survey Type	Estimated Completed Alternative Mode Surveys Per Year
Alternative Mode Annual Statewide BRFSS – Core	2500
Alternative Mode Annual Statewide BRFSS – Asthma Call Back	100
Alternative Mode Expanded County-Level BRFSS- Core	7500
Alternative Mode Expanded County-Level BRFSS – Asthma Call Back	300

A completed alternative mode survey is defined according to the standards of the AAPOR and reflects an interview in which the selected respondent has been asked all questions up to and including the demographic questions which will be used for weighting.

4.1.4.2 Although the New York State BRFSS has been administered in English and Spanish, many NY adults speak a language other than English at home, should there be a need, the selected vendor would be responsible for administering the BRFSS in languages other than English and Spanish. The vendor would need to be able to translate the BRFSS questionnaire into other languages and procure the services of trained interviewers to support data collection for all survey formats.

4.1.5 Formative Data Collection

4.1.5.1 The contractor will conduct an annual formative data collection project related to emerging topics or priority populations with the intent of informing future content of the BRFSS. The focus of the data collection will be determined during the fall of the

preceding calendar year and will be finalized in collaboration with the NYSDOH. For estimating pricing, assume formative testing will include writing and revising up to 10 new questions, cognitive testing with the intended population, and collecting data on a sample of at least 100 members of the intended population. This formative project will include collaborating with NYSDOH on question development, study design and mode of survey administration. Associated deliverables will include an annual study proposal, data collection, summary report of findings, dataset and codebook.

4.2 Staffing and Organizational Capacity

4.2.1 The contractor will have an organizational infrastructure (recruitment, training, retention) to maintain a workforce of appropriately trained and qualified individuals to coordinate, manage and perform the tasks and deliverables outlined in Section 4.0.

4.2.2 The contractor must maintain a project team with expertise in managing survey projects of the size and scope of the BRFSS. The contractor will also have staff to handle the call center activities associated with this project including call center supervisors, interviewers (including Spanish speaking) and data processors. The contractor will also include staff with expertise with the survey research services required, including staff with experience in developing survey questions and a senior statistician (10+ years with experience in complex sample designs and weighting methods). The project management, supervisors, interviewers, and senior statistician competencies cannot be subcontracted without the approval of DOH/HRI.

4.2.3 The contractor will possess procedures and practices for recruiting and training new personnel and retaining staff at various levels of the organization involved in survey administration. Requirements regarding survey volume change from year to year, the contractor will need to be able to adjust staffing patterns within and between survey years to accommodate changes in sample size requirements and volume of surveys collected.

4.2.4 The contractor will maintain call center facilities with the capacity to conduct the annual statewide and expanded BRFSS and Asthma Call Back surveys and meet requirements regarding monthly call volume. The contractor will possess and maintain the capacity to administer BRFSS surveys in English and Spanish through alternative modes, incorporating internet panels into random-digit dial samples, using random-digit dial (RDD) telephone calls to recruit respondents for web surveys, using address-based sampling (ABS) methods to recruit respondents for web surveys and using social media recruitment to recruit respondents for web surveys.

4.2.5 The contractor will have access to and expertise with software applications enabling CATI programming, survey administration, secure data and report transmission, and remote monitoring of telephone interviews appropriate for meeting CDC requirements for BRFSS.

4.2.6 The contractor must have hardware; computer technical support and backup systems used to securely store and transfer data and prevent loss of data when systems fail. (Section 4.2.4. and Section 4.5 Security). Moreover, the contractor must have the capacity to continue to provide all duties and services should an individual call center

become not functional, such as during periods of excessive call volume, emergencies or equipment malfunction.

4.3 Reporting

The contractor must provide routine data submissions and the submission of reports. The timeliness and quality of these data and report submissions will be used to evaluate performance. Specifically, the contractor must:

4.3.1 Produce clean monthly data files and a final year-end data file for both BRFSS and Asthma Call Back Surveys and submit them to the CDC and DOH/HRI according to the timeline provided by the CDC and CDC BRFSS specifications in the BRFSS Data Collection Protocol, Disposition Table (Attachment 13, Bidder's Library). The contractor will also produce and transmit data validation files and submit them to DOH/HRI as part of documentation for submitted invoices for payment. The validation submitted with the monthly claim for payment (voucher) must identify the completed survey interviews and completed alternative mode surveys performed for the State for the period of the claim for payment. [see [section 5.4 Payment](#)]

4.3.2 Share data quality assurance reports to DOH/HRI on at least a monthly basis. The data quality reports should include information about the demographics of survey participants (sex, age, race/ethnicity and region) in comparison to the characteristics of the New York State population. Data quality reports should also include summary information about disposition coding, standard quality measures (for example, eligibility factor, eligible household respondents, resolution rate, cooperation rate, interview completion rate, refusal rate, CASRO rate, overall response rate) and other measures of survey performance (for example, interview length, break off minute for partial completes and point of break-off for partial complete surveys).

4.3.3 For the year in which the expanded, data collection occurs, submit documentation describing the sampling plan and development of weights for producing estimates.

4.4 Information Technology

The 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>.

4.5 Security

The selected Contractor shall comply with all privacy and security policies and procedures of the Department (<https://its.ny.gov/policies>) and applicable state and federal law and administrative guidance with respect to the performance of this contract. The Contractor is required, if applicable, to execute a number of security and privacy agreements with the Department including a Business Associate Agreement (Appendix H) 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 DOH/HRI. 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. Contractor is required to include in all contracts 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, DOH/HRI 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.

The contractor will develop and maintain 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 DOH/HRI, as well as with all applicable State and federal requirements, in performance of this contract.

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 data collection 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.

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 DOH and ending with the final contract award and approval by DOH/HRI and, where applicable, final contract approval by the Office of the State Comptroller.

This prohibition applies to any oral, written, or electronic communication under circumstances where a reasonable person would infer that the communication was intended to influence this procurement. Violation of any of the requirements described in this Section may be grounds for a determination that the bidder is non-responsible and therefore ineligible for this contract award. Two (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 DOH procurements for a period of four (4) years.

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

5.2 Questions

There will be an opportunity available for submission of written questions and requests for clarification with regard to this RFP. All questions and requests for clarification of this RFP should cite the particular RFP Section and paragraph number where applicable and must be submitted via email to BCDER@health.ny.gov. It is the bidder’s responsibility to ensure that email containing written questions and/or requests for clarification is received at the above address no later than the Deadline for Submission of Written Questions as specified in [Section 1.0](#) (Calendar of Events). Questions received after the deadline may **not** be answered.

5.3 Right to Modify RFP

DOH/HRI 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 DOH/HRI, at any time prior to

the Deadline for Submission of Proposals listed 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 DOH/HRI will be posted to the DOH/HRI websites.

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

If, prior to the Deadline for Submission of Proposals, a bidder fails to notify DOH/HRI 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 Payment

The amount of annual funding made available for the project will vary from year to year. The NYS BRFSS is financed through state, federal, and other funding sources. State BRFSS funds are administered under the terms of a state miscellaneous services contract (state contract). Federal and other funds to support the BRFSS will be administered under the terms of the HRI contract. Therefore, this RFP will be used to establish contracts with both DOH and HRI to conduct each year's statewide survey. The contractor will work with DOH/HRI to manage and track payment through both contracts.

5.4.1 For State Contract Only

The contractor shall submit invoices and/or vouchers to the State's designated payment office:

Preferred Method: Email a .pdf copy of your signed voucher to the BSC at: AccountsPayable@ogs.ny.gov with a subject field as follows:

Subject: **Unit ID: 3450263 Contract #: TBD**

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

**NYS Department of Health
Unit ID 3450263
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

<https://www.osc.state.ny.us/state-vendors> 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.state.ny.us/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

Payment of such invoices and/or vouchers by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms will be: Vouchers for the monthly payment of completed survey interviews, alternative mode surveys, and formative data collection deliverables per [Section 4.0](#) must be submitted as outlined in the RFP [Section 5.4](#) Payment," which is shown above. Monthly data files submitted with the monthly claim for payment (voucher) must identify the completed interviews performed for the State for the period of the claim for payment.

A completed survey interview or completed alternative mode survey is defined according to the standards of the American Association for Public Opinion Research and reflects an interview in which the selected respondent has been asked all questions up to and including the demographic questions which will be used for weighting. Payment for complete interviews will be contingent upon satisfactory performance of the required scope of work detailed in Sections 4.1.1 – 4.1.3.

A goal number of completed survey interviews for landline and cellphone is established by DOH/HRI prior to the start of the data collection for the year. The contractor will be paid the price bid per completed survey interview for each survey type and phone type up to the goal number.

All applicable reports (per [Section 4.3](#) Reporting) should be submitted as requested to the BRFSS Coordinator below. Data files should be electronically submitted monthly to:

Lauren Miller, BRFSS Coordinator
Email: BRFSS@health.ny.gov

There will be no advance of funding under this contract. The final voucher must be submitted within 30 days of the end of the contract period.

5.4.2 For the HRI contract only

A completed interview is defined according to the standards of the American Association for Public Opinion Research and reflects an interview in which the selected respondent has been asked all questions up to and including the demographic questions which will be used for weighting.

Vouchers for the HRI contract should be submitted no later than 30 days after the period for which reimbursement is requested. The final voucher must be submitted within 30 days of the close of the budget period. Vouchers received after the 30 days may be processed at the discretion of HRI. All applicable reports (per [Section 4.3](#) Reporting) and documentation of completion of each of the monthly sampling replicates and submission of quality assurance reports should accompany vouchers. Submit to:

Lauren Miller, BRFSS Coordinator
BRFSS@health.ny.gov

5.5 Minority & Woman-Owned Business Enterprise Requirements

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

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" (“Disparity Study”). The report found evidence of statistically significant disparities between the level of participation of minority-and women-owned business enterprises in state procurement contracting versus the number of minority-and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that DOH establish goals for maximum feasible participation of New York State Certified minority- and women – owned business enterprises (“MWBE”) and the employment of minority groups members and women in the performance of New York State contracts.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, DOH hereby establishes an overall goal of **30%** for MWBE participation, **15%** for Minority-Owned Business Enterprises (“MBE”) participation and **15%** for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs and outreach efforts to certified MWBE firms). A contractor (“Contractor”) on the subject contract (“Contract”) must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the

Contract and Contractor agrees that DOH may withhold payment pending receipt of the required MWBE documentation. For guidance on how DOH will determine “good faith efforts,” refer to 5 NYCRR §142.8.

The directory of New York State Certified MWBEs 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 strongly encouraged, and all communication efforts and responses should be well documented.

By submitting a bid, a bidder agrees to complete an MWBE Utilization Plan ([Attachment 5](#), Form #1) of this RFP. DOH will review the submitted MWBE Utilization Plan. If the plan is not accepted, DOH 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 of receipt. DOH may disqualify a Bidder as being non-responsive under the following circumstances:

- a) If a Bidder fails to submit a MWBE 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 DOH determines that the Bidder has failed to document good-faith efforts;

The Contractor will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE 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 DOH, 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 DOH, by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

If the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding will constitute a breach of Contract and DOH may withhold payment from the Contractor as liquidated damages.

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

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 BCDER@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.

5.6 Equal Employment Opportunity (EEO) Reporting

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

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

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

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

5.7 Sales and Compensating Use Tax Certification (Tax Law, § 5-a)

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

exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

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

The successful Bidder must file a properly completed Form ST-220-CA with the Department of Health and Form ST-220-TD with the DTF. These requirements must be met before a contract may take effect. Further information can be found at the New York State Department of Taxation and Finance's website, available through this link:

<http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf>.

Forms are available through these links:

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

5.8 Contract Insurance Requirements

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

5.9 Subcontracting

Bidder's may propose the use of a subcontractor. The Contractor shall obtain prior written approval from NYSDOH before entering into an agreement for services to be provided by a subcontractor. The Contractor is solely responsible for assuring that the requirements of the 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 DOH and the Contractor. DOH reserves the right to request removal of any bidder's staff or subcontractor's staff if, in DOH's discretion, such staff is not performing in accordance with the Agreement. Subcontractors whose contracts are valued at or above \$100,000 will be required to submit the Vendor Responsibility Questionnaire upon selection of the prime contractor.

5.10 DOH/HRI Reserved Rights

The Department of Health/Health Research, Inc. 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 agency'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 agency'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 offer is subject to withdrawal communicated in a writing signed by the offeror; 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 an offeror's proposal and/or to determine an offeror's compliance with the requirements of the solicitation.

5.11 Freedom of Information Law ("FOIL")

All proposals may be disclosed or used by DOH to the extent permitted by law. DOH may disclose a proposal to any person for the purpose of assisting in evaluating the proposal or for any other lawful purpose. All proposals will become State agency records, which will be available to the public in accordance with the Freedom of Information Law. **Any portion of the proposal 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 proposal as directed in [Section 6.1 \(B\)](#) of the RFP.** If DOH agrees with the proprietary claim, the designated portion of the proposal will be withheld from public disclosure. Blanket assertions of proprietary material will not be accepted, and failure to specifically designate proprietary material may be deemed a waiver of any right to confidential handling of such material.

5.12 Lobbying

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

- a) made the lobbying law applicable to attempts to influence procurement contracts once the procurement process has been commenced by a state agency, unified court system, state legislature, public authority, certain industrial development agencies and local benefit corporations;
- b) required the above-mentioned governmental entities to record all contacts made by lobbyists and contractors about a governmental procurement so that the public knows who is contacting governmental entities about procurements;
- c) required governmental entities to designate persons who generally may be the only staff contacted relative to the governmental procurement by that entity in a restricted period;
- d) authorized the New York State Commission on Public Integrity, (now New York State Joint Commission on Public Ethics), to impose fines and penalties against persons/organizations engaging in impermissible contacts about a governmental procurement and provides for the debarment of repeat violators;
- e) directed the Office of General Services to disclose and maintain a list of non-responsible bidders pursuant to this new law and those who have been debarred and publish such list on its website;
- f) required the timely disclosure of accurate and complete information from offerors with respect to determinations of non-responsibility and debarment; (Bidders responding to this RFP should submit a completed and signed [Attachment 1](#), "Prior Non-Responsibility Determination".)
- g) increased the monetary threshold which triggers a lobbyist's obligation under the Lobbying Act from \$2,000 to \$5,000; and
- h) established the Advisory Council on Procurement Lobbying.

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

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

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

5.13 State Finance Law Consultant Disclosure Provisions

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

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

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

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

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

5.14 Debriefing

Pursuant to Section 163(9)(c) of the State Finance Law, any unsuccessful Bidder may request a debriefing regarding the reasons that the proposal or bid submitted by the Bidder was not selected for award. 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.

5.15 Protest Procedures

In the event unsuccessful bidders wish to protest the award resulting from this RFP, bidders should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found in Chapter XI Section 17 of the Guide to Financial Operations (GFO). Available on-line at: <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>

5.16 Iran Divestment Act

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

During the term of the Contract, should DOH receive information that a person (as defined in

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

5.17 Piggybacking

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

5.18 Encouraging Use of New York Businesses in Contract Performance

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

5.19 Diversity Practices Questionnaire

Diversity practices are the efforts of contractors to include New York State-certified Minority and Women-owned Business Enterprises ("MWBEs") in their business practices. Diversity practices may include past, present, or future actions and policies, and include activities of contractors on contracts with private entities and governmental units other than the State of New York. Assessing the diversity practices of contractors enables contractors to engage in meaningful, capacity-building collaborations with MWBEs.

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

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

service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of DOH contracts.

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

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

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

5.21 Intellectual Property

Any work product created pursuant to this agreement and any subcontract shall become the sole and exclusive property of the New York State Department of Health/Health Research, Inc., which shall have all rights of ownership and authorship in such work product.

5.22 Vendor Assurance of No Conflict of Interest or Detrimental Effect

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

5.23 Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination

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

6.0 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 Documents. 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.

DOH 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. A 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.

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

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

B. Freedom of Information Law – Proposal Redactions

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

C. Vendor Responsibility Questionnaire

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

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance,

contact the OSC Help Desk at 866-370-4672 or 518-408-4672 or by email at itservicedesk@osc.ny.gov.

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website, www.osc.state.ny.us/vendrep. Bidder's should complete and submit the Vendor Responsibility Attestation, [Attachment 3](#).

D. Vendors Assurance of No Conflict of Interest or Detrimental Effect

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

E. 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"

F. Encouraging Use of New York Businesses in Contract Performance

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

G. Bidder's Certified Statements

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

H. DOH Agreement

The bidder must review, and is requested to have its legal counsel review, Attachment 8, the 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](#).

I. References

Provide references using [Attachment 9](#), (References) for three professional references from any of the following: firms, partners, colleagues or similar references that can verify the Bidders Qualifications to Propose, ([Section 3](#)). Provide firm names, addresses, contact names, telephone numbers, and email addresses.

J. 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 of 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.

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

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

L. 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.

M. State Finance Law Consultant Disclosure Provisions

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

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

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

N. 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.

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

6.2 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 DOH 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.

A. 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.

B. Table of Contents

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

C. Documentation of Bidder's Eligibility Responsive to Section 3.0 of RFP

Minimum Qualifications: Bidders must be able to meet all the requirements stated in Section 3.1 of the RFP. The bidder must submit documentation that provides sufficient evidence of meeting the criterion set forth in Section 3.1. This documentation may be in any format needed to demonstrate how they meet the minimum qualifications to propose.

NYSDOH/HRI will accept proposals from organizations with the following types and levels of experiences as a prime contractor:

- Minimum of three (3) years of telephone-based survey experience administering dual-path phone surveys (conducted via both landline and cellphone) of at least 100 questions in length; and
- Minimum of three (3) years of experience using Computer Assisted Telephone Interviewing (CATI) application software methodology for developing and administering telephone surveys in English and Spanish; and
- Must have a functional call center located and operating within the continental United States.

Experience acquired concurrently **is** considered acceptable.

Preferred Qualifications: Bidder should submit documentation that demonstrates their experience with the following outlined in Section 3.2, Preferred Qualifications Bidders that demonstrate experience with the following requirements are preferred:

- At least one (1) year of experience administering the BRFSS for a state or US Territory; and/or
- At least one (1) year of experience administering phone surveys requiring approximately 20,000 outgoing contacts (outgoing calls to distinct phone numbers) per month; and/or
- At least one (1) year of experience completing interviews for approximately 1,500 households/cellphones per month; and/or
- At least one (1) year of experience achieving Council of American Survey Research Organizations (CASRO) or American Association for Public Opinion Research (AAPOR) response rates of at least 25% for telephone surveys of at least 100 questions in length.

D. Technical Proposal Narrative

The technical proposal should provide satisfactory evidence of the Bidder's ability to meet, and expressly respond to, each element listed below.

Elements of the technical proposal are as follows:

D1. Experience – Performing Tasks/Deliverables

D.1.1. Describe your organization's experience administering the BRFSS according to the CDC protocol and achieving annual targets for complete landline and cellphone telephone interviews described in Section 4.1.1 Annual Statewide BRFSS. If your organization does not have experience with the BRFSS, describe related experience with surveys of similar scope and size.

D.1.2. Describe your organization's experience and capacity to complete each of the activities associated with implementing the annual BRFSS described in section 4.1.1 (4.1.1.1 – 4.1.1.14).

D.1.3. Describe your organization's experience and capacity to conduct the BRFSS in county (sub-state) geographic areas, achieving the annual targets for completed telephone interviews described in Section 4.1.2 NYS Expanded BRFSS. If your organization does not have experience with BRFSS, describe related experience with surveys of similar scope and size.

D.1.4. Describe your organization's experience and capacity to complete each of the activities associated with implementing the expanded BRFSS described in section 4.1.2 (4.1.2.1 – 4.1.2.3).

D.1.5. Describe your organization's experience administering the BRFSS Asthma Call Back Survey according to the CDC Protocol and as specified in Section 4.1.3 Asthma Call Back Surveys (4.1.3.1 – 4.1.3.4). If your organization does not have experience with the BRFSS Asthma Call Back Survey, please describe related experience with surveys of similar scope and size.

D.1.6. Describe your organization's experience and capacity to administer the BRFSS through alternative modes, including incorporating internet panels into random-digit dial samples, using random-digit dial (RDD) telephone calls to recruit respondents for web surveys, using address-based sampling (ABS) methods to recruit respondents for web surveys and using social media recruitment to recruit respondents for web surveys (See section 4.1.4.1).

D.1.7. Describe your organization's experience and capacity to administer telephone surveys in languages other than English and Spanish. Include a description of your capacity to translate the BRFSS questionnaire into alternative languages and train interviewers in data collection (See section 4.1.4.2).

D.1.8. Describe your organization's experience and capacity to complete an annual formative data collection project as described in section 4.1.5.1.

D2. Staffing and Organizational Capacity

Describe your organization's organizational infrastructure, project team, staffing procedures, call center facilities, software and hardware (respond to requirements listed in sections 4.2.1 – 4.2.6).

D3. Proposed Approach- Reporting (respond to requirements listed in Scope of Work Section 4.3)

D.3.1. Describe your organization's experience producing final products associated with the BRFSS, including monthly and annual datasets and disposition tables as described in the BRFSS Data Collection Protocol, Disposition Table (Attachment 13, Bidders Library). If your organization does not have BRFSS experience, describe related experience with final products associated with surveys of similar scope and size.

D.3.2. Describe your capacity to produce monthly data quality assurance reports as specified in Scope of Work Section 4.3.

D.3.3. Describe your organization's ability to develop documentation describing sampling plans and methodology used to develop and test the validity of weights for producing appropriate population estimates.

D4. Proposed Approach- Information Technology (respond to requirements listed in Scope of Work Section 4.4).

D5. Proposed Approach- Security (respond to requirements listed in Scope of Work Section 4.5)

D6. Proposed Approach- Transition (respond to requirements listed in Scope of Work Section 4.6)

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 document and in Attachment B. Failure to comply with the format and content requirements may result in disqualification.

The bid price is to cover the cost of furnishing all the said services, including but not limited to travel, materials, equipment, overhead, profit and labor to the satisfaction of the Department of Health and the performance of all work set forth in said specifications.

7.0 PROPOSAL SUBMISSION

A proposal consists of three distinct parts: (1) the Administrative Proposal, (2) the Technical Proposal, and (3) the Cost Proposal. Proposals should be submitted in all formats as prescribed below:

	Electronic Submission
Administrative Proposal	Email labeled "Administrative Proposal, Bidder's Name, RFP# 20455" containing a standard searchable PDF file with copy/read permissions only.
Technical Proposal	Email labeled "Technical Proposal, Bidder's Name, RFP# 20455" containing a standard searchable PDF file with copy/read permissions only.
Cost Proposal	Email labeled "Cost Proposal, Bidder's Name, RFP# 20455" containing a standard searchable PDF file with copy/read permissions only.

1. Submit three (3) separate, searchable, and open and permission password protected, PDF proposals in three (3) separate emails to: DCDPFISCAL@health.ny.gov. Use this naming convention for the subject line of each email: <Type of Proposal Submission, Bidder Name, RFP#20455>.
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#20455".
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, hard copy) will not be accepted

The proposal must be received by the NYSDOH, 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](#).

8.0 METHOD OF AWARD

8.1 General Information

DOH/HRI 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)).

DOH/HRI at its sole discretion, will determine which proposal(s) best satisfies its requirements. DOH/HRI 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 document 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 30% of a proposal’s total score and the information contained in the Cost Proposal will be weighted 70% of a proposal’s total score.

Bidders may be requested by DOH/HRI to clarify the contents of their proposals. Other than to provide such information as may be requested by DOH/HRI, 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 MWBE participation.

8.2 Submission Review

DOH/HRI 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 DOH/HRI, 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 DOH/HRI 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 technical 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 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 proposals 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 evaluation is **30% (up to 30 points)** of the final score.

8.5 Composite Score

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

8.6 Interviews

For all bids, and as part of the bid review process, the Department reserves the right to interview proposed project participants. The purpose of an interview is to allow the evaluators to validate the Bidder's experience and qualifications.

8.7 Reference Checks

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

8.9 Award Recommendation

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

The Department will notify the awarded Bidder(s) and Bidders not awarded. The awarded Bidder(s) will enter into a written Agreement substantially in accordance with the terms of [Attachment 8](#), DOH Agreement, to provide the required services as specified in this 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 Terms and Conditions of HRI Contract

The selected contractor will be required to sign the consultant Agreement (Attachment E) and agree to the General Terms and Conditions outlined in Appendix A to the Consultant Agreement (Attachment E). The bidder selected for award, must have in place before signing the contract resulting from this RFP, and must maintain for the duration of the contract term an active registration in the System for Award Management (SAM) at SAM.gov have not exclusions or delinquent federal debt.

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 Determination](#)
2. [No-Bid Form](#)
3. [Vendor Responsibility Attestation](#)
4. [Vendor Assurance of No Conflict of Interest or Detrimental Effect](#)
5. [Guide to New York State DOH M/WBE Required Forms & Forms](#)
6. [Encouraging Use of New York Businesses in Contract Performance](#)
7. [Bidder's Certified Statements](#)
8. [DOH Agreement](#) (Standard Contract)
9. [References](#)
10. [Diversity Practices Questionnaire](#)
11. [Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination](#)
12. [Executive Order 16 Prohibiting Contracting with Business Conducting Business in Russia](#)
13. [BRFSS Data Collection Protocol](#)
14. BRFSS Asthma Call Back Survey Guidelines
15. BRFSS 2023 Questionnaire
16. BRFSS/Asthma Surveys Adult and Child

The following attachments are attached and included in this RFP:

- A. Proposal Document Checklist
- B. Cost Proposal
- C. State/HRI Contract Period and Activities
- D. Using One Edits
- E. HRI Consultant Agreement

ATTACHMENT A – Proposal Document Checklist

Please reference Section 7.0 for offer submission instructions.

RFP 20455 – Behavioral Risk Factor Surveillance System		
FOR THE ADMINISTRATIVE PROPOSAL		
RFP §	SUBMISSION	INCLUDED
§ 6.1.A	Attachment 1 – Bidder’s Disclosure of Prior Non-Responsibility Determinations, completed and signed.	<input type="checkbox"/>
§ 6.1.B	Freedom of Information Law – Proposal Redactions (If Applicable)	<input type="checkbox"/>
§ 6.1.C	Attachment 3- Vendor Responsibility Attestation	<input type="checkbox"/>
§ 6.1.D	Attachment 4 - Vendor Assurance of No Conflict of Interest or Detrimental Effect	<input type="checkbox"/>
§ 6.1.E	M/WBE Participation Requirements:	<input type="checkbox"/>
	Attachment 5 Form 1	<input type="checkbox"/>
	Attachment 5 Form 2 (If Applicable)	<input type="checkbox"/>
	Attachment 5 - Form 4	<input type="checkbox"/>
	Attachment 5 - Form 5 (If Applicable)	<input type="checkbox"/>
§ 6.1.F	Attachment 6- Encouraging Use of New York Businesses	<input type="checkbox"/>
§ 6.1.G	Attachment 7 - Bidder’s Certified Statements, completed & signed.	<input type="checkbox"/>
§ 6.1.I	Attachment 9 – References	<input type="checkbox"/>
§ 6.1.J	Attachment 10 - Diversity Practices Questionnaire	<input type="checkbox"/>
§ 6.1.K	Attachment 11 - Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination	<input type="checkbox"/>
§ 6.1.L	Attachment 12 – EO 16 Contracting with Businesses Conducting Business in Russia	<input type="checkbox"/>
§ 6.1.M	State Finance Law Consultant Disclosure	<input type="checkbox"/>
§ 6.1.N	Sales and Compensating Use Tax Certification	<input type="checkbox"/>
FOR THE TECHNICAL PROPOSAL		
RFP §	SUBMISSION	INCLUDED
§ 6.2.A	Title Page	<input type="checkbox"/>
§ 6.2.B	Table of Contents	<input type="checkbox"/>
§ 6.2.C	Documentation of Bidder’s Eligibility (Requirement)	<input type="checkbox"/>
§ 6.2.D	Technical Proposal Narrative	<input type="checkbox"/>
FOR THE COST PROPOSAL REQUIREMENT		
RFP §	REQUIREMENT	INCLUDED
§ 6.3	Attachment B- Cost Proposal	<input type="checkbox"/>

Bidders must propose all-inclusive unit pricing for each survey type and each survey year. Refer to Section 4.0 Scope of Work and Section 5.4 Payment.

Bidder must provide prices for every survey type and survey year in Section A: Annual Statewide BRFSS and Asthma Call Back Deliverables, Section B: Expanded County-Level BRFSS and Asthma Call Back Deliverables, Section C: Alternative Mode Annual Statewide BRFSS and Asthma Call Back Deliverables, Section D: Alternative Mode Expanded County-Level BRFSS and Asthma Call Back Deliverables, and Section E: Formative Data Collection Deliverables.

Bids that do not include pricing in every green shaded box for every survey type and every survey year in Sections A, B, C, D, and E will be disqualified.

SECTION A: Annual Statewide BRFSS and Asthma Call Back Deliverables										
For Survey Type 1 and 2, the average telephone survey length has been 25 minutes or less in the past. Should the need arise to field surveys longer than 25 minutes in the future, pricing is also required for surveys exceeding 25 minutes in length.										
For each year 2026, 2028 and 2029: Use column A to provide the price per completed survey interview that is 25 minutes or less using an estimated 1440 annual landline and 10,560 annual cellphone completed survey interviews per year. Use column B to provide the price per completed survey interview that is 26-27 minutes in length using an estimated 1440 annual landline and 10,560 annual cellphone completed survey interviews per year. Use column C to provide the price per completed survey interview that is 28-29 minutes in length using an estimated 1440 annual landline and 10,560 annual cellphone completed survey interviews per year.										
Survey Type	Estimated Completed Survey Interviews Per Year*	2026 Price Per Completed Survey Interview			2028 Price Per Completed Survey Interview			2029 Price Per Completed Survey Interview		
		A <25 min	B 26-27 min	C 28-29 min	A <25 min	B 26-27 min	C 28-29 min	A <25 min	B 26-27 min	C 28-29 min
1. Annual Landline	1,440									
2. Annual Cellphone	10,560									
For item 3 below, enter one price per completed survey interview for each year using an estimated 500 annual Asthma Call Back completed survey interviews per year.										
Survey Type	Estimated Completed Survey Interviews Per Year*	2026 Price Per Completed Survey Interview			2028 Price Per Completed Survey Interview			2029 Price Per Completed Survey Interview		
3. Annual Asthma Call Back – for Landline or Cellphone	500									

SECTION B: Expanded County-Level BRFSS and Asthma Call Back Deliverables

For Survey Type 1 and 2, the average telephone survey length has been 25 minutes or less in the past. Should the need arise to field surveys longer than 25 minutes in the future, pricing is also required for surveys exceeding 25 minutes in length.

For each year 2027 and 2030:

Use column A to provide the price per completed survey interview that is 25 minutes or less using an estimated 4,320 annual landline and 31,680 annual cellphone completed survey interviews per year.

Use column B to provide the price per completed survey interview that is 26-27 minutes in length using an estimated 4,320 annual landline and 31,680 annual cellphone completed survey interviews per year.

Use column C to provide the price per completed survey interview that is 28-29 minutes in length using an estimated 4,320 annual landline and 31,680 annual cellphone completed survey interviews per year.

Survey Type	Estimated Completed Survey Interviews Per Year*	2027 Price Per Completed Survey Interview			2030 Price Per Completed Survey Interview		
		A <25 min	B 26-27 min	C 28-29 min	A <25 min	B 26-27 min	C 28-29 min
1. Expanded Landline	4,320						
2. Expanded Cellphone	31,680						

For Survey Type 3, enter the price per completed survey interview for 2027 and 2030 using an estimated 1500 Expanded Asthma Call Back completed survey interviews per year.

Survey Type	Estimated Completed Survey Interviews Per Year*	2027 Price Per Completed Survey Interview	2030 Price Per Completed Survey Interview
3. Expanded Asthma Call Back – for Landline or Cellphone	1,500		

SECTION C: Alternative Mode Annual Statewide BRFSS and Asthma Call Back Deliverables

Alternative mode surveys have not been conducted in the past. If conducted during the awarded contract term, it is estimated that approximately 2500 completed Alternative Mode Surveys per year will be required for the Annual Statewide BRFSS core survey using any combination of survey types 1, 2, 3 listed below. Enter a price per Completed Alternative Mode Survey for 2026, 2028, and 2029.

Survey Type	Estimated Completed Alternative Mode Survey Per Year*	2026 Price Per Completed Alternative Mode Survey	2028 Price Per Completed Alternative Mode Survey	2029 Price Per Completed Alternative Mode Survey
1. Annual Statewide Survey -Random digit dial recruitment to web survey	2,500			
2. Annual Statewide Survey - Address-based sampling recruitment to web survey	2,500			
3. Annual Statewide Survey - Social media recruitment to web survey	2,500			

Alternative mode surveys have not been conducted in the past. If conducted during the awarded contract term, it is estimated that approximately 100 completed Alternative Mode Surveys per year will be required for the Annual Statewide BRFSS Asthma Call Back Survey using any combination of survey types 4, 5, 6 listed below.

Survey Type	Estimated Completed Alternative Mode Surveys Per Year*	2026 Price Per Completed Alternative Mode Survey	2028 Price Per Completed Alternative Mode Survey	2029 Price Per Completed Alternative Mode Survey
4. Asthma Call Back Survey - Random digit dial recruitment to web survey	100			
5. Asthma Call Back Survey - Address-based sampling recruitment to web survey	100			
6. Asthma Call Back Survey - Social media recruitment to web survey	100			

SECTION D: Alternative Mode Expanded County-Level BRFSS and Asthma Call Back Deliverables

Alternative mode surveys have not been conducted in the past. If conducted during the awarded contract term, it is estimated that approximately 7500 completed Alternative Mode Surveys per year will be required for the Expanded County-Level BRFSS core survey using any combination of survey types 1, 2, 3 listed below.

Survey Type	Estimated Completed Alternative Mode Surveys Per Year*	2027 Price Per Completed Alternative Mode Survey	2030 Price Per Completed Alternative Mode Survey
1. Expanded County-Level Survey - Random digit dial recruitment to web	7,500		
2. Expanded County-Level Survey - Address-based sampling recruitment to web survey	7,500		
3. Expanded County-Level Survey - Social media recruitment to web survey	7,500		

Alternative mode surveys have not been conducted in the past. If conducted during the awarded contract term, it is estimated that approximately 300 completed Alternative Mode Surveys per year will be required for the Expanded County-Level BRFSS Asthma Call Back Survey using any combination of survey types 4, 5, 6 listed below.

Survey Type	Estimated Completed Alternative Mode Surveys Per Year*	2027 Price Per Completed Alternative Mode Survey	2030 Price Per Completed Alternative Mode Survey
4. Asthma Call Back Survey - Random digit dial recruitment to web survey	300		
5. Asthma Call Back Survey - Address-based sampling recruitment to web survey	300		
6. Asthma Call Back Survey - Social media recruitment to web survey	300		

SECTION E: Formative Data Collection Deliverables						
Enter an all-inclusive price for each deliverable below for each year 2026, 2027, 2028, 2029, and 2030.						
Deliverable	Quantity Per Year	2026 Price	2027 Price	2028 Price	2029 Price	2030 Price
1. Study proposal	1					
2. Data collection	1					
3. Summary report of findings	1					
4. Dataset and codebook	1					

*For estimated completed survey interviews stated in Sections A, B, C, and D; the actual number of completed survey interviews may be higher or lower and the Contractor will be responsible for performing the actual number of completed survey interviews required. Actual survey requirements will be determined prior to the start of data collection for each survey year. There is no guarantee of actual quantities. NYSDOH/HRI payment will be based on actual completed surveys per Section 5.4 payments.

Note: Payment for all complete survey interviews and complete alternative mode surveys will be contingent upon satisfactory performance of the required service elements detailed in Section 4.0 Scope of Work.

By signing this Cost Proposal Form, Bidder agrees that the prices above are binding for 365 days from the proposal due date.

Bidder's Authorized Signature

Date

Print Name

Title

ATTACHMENT C – State/HRI Contract Period and Activities
RFP #20455

October 1, 2025 – March 31, 2031

Year	January	February	March	April	May	June	July	August	September	October	November	December
2025										Prep for 2026 Survey		
2026	Survey Data Collection – Annual BRFSS											
										Prep for 2027 Survey		
2027	Data cleaning, preparation and submission of 2026 data.											
	Survey Data Collection – Expanded BRFSS											
										Prep for 2028 Survey		
2028	Data cleaning, preparation and submission of 2027 data.											
	Survey Data Collection – Annual BRFSS											
										Prep for 2029 Survey		
2029	Data cleaning, preparation and submission of 2028 data.											
	Survey Data Collection – Annual BRFSS											
										Prep for 2030 Survey		
2030	Data cleaning, preparation and submission of 2029 data.											
	Survey Data Collection – Expanded BRFSS											
2031	Data cleaning, preparation and submission of 2030 data.											

ATTACHMENT D – Using OneEdits

This document provides instructions for editing your 2023 monthly data. The process uses the 32/64-bit program from the BRFSS: OneEditsUltra2023. You need to install the 2023 programs to do 2023 End of Month processing. Note these new programs will coexist with the 2022 program OneEdits2022. Each year's program will be installed in its own subdirectory. If you have questions or difficulty with the process, contact information is located at the end of this document.

OneEditsUltra 2023 is 32/64-bit compatible program. It has been successfully tested on Windows 8/10/11 platforms. Also, OneEditsUltra version of Edits allows you to edit Land line and Cellphone survey data without having to install separate versions of edits as was the case in past.

The examples in this document describe how to work with OneEditsUltra2023 for the landline data files (SSMM223.dat) and cellphone data files (Cel_SSMM223.dat).

Another version of OneEditsUltra program is available for the [adult and child](#) Asthma call back studies as well.

Overview:

The process assumes you have completed all interviewing for the month. All numbers called should have a last disposition code that is final (codes 1100 to 4900). Please be sure that all monthly calling is complete before you start this process.

The conceptual overview below shows the steps involved in the process:

Use OneEditsUltra2023 to generate the list of warnings and errors found in the data and correct any inconsistencies:

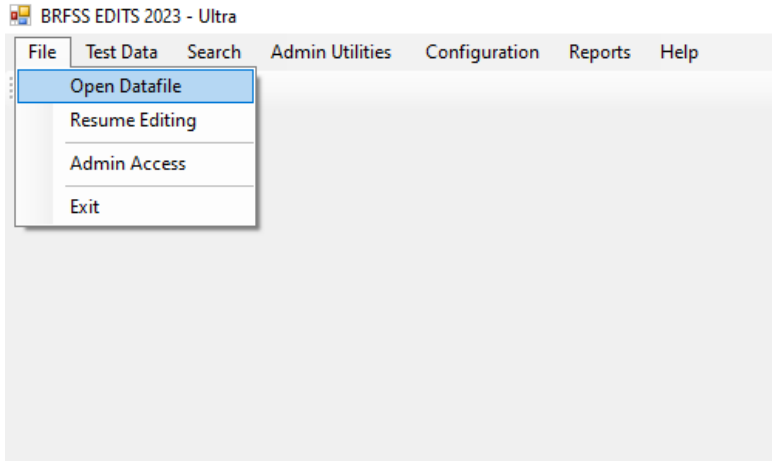
```
<----- \OneEditsUltra2023\DataFile\SSMMM23.dat)

OneEditsUltra2023 -----> \OneEditsUltra2023\PlayPen\SSMMM23.dat)
                           (a new file you name with clean data)
                           (note 1 on end of SSMMM22 this is
                           a playpen version number)
```

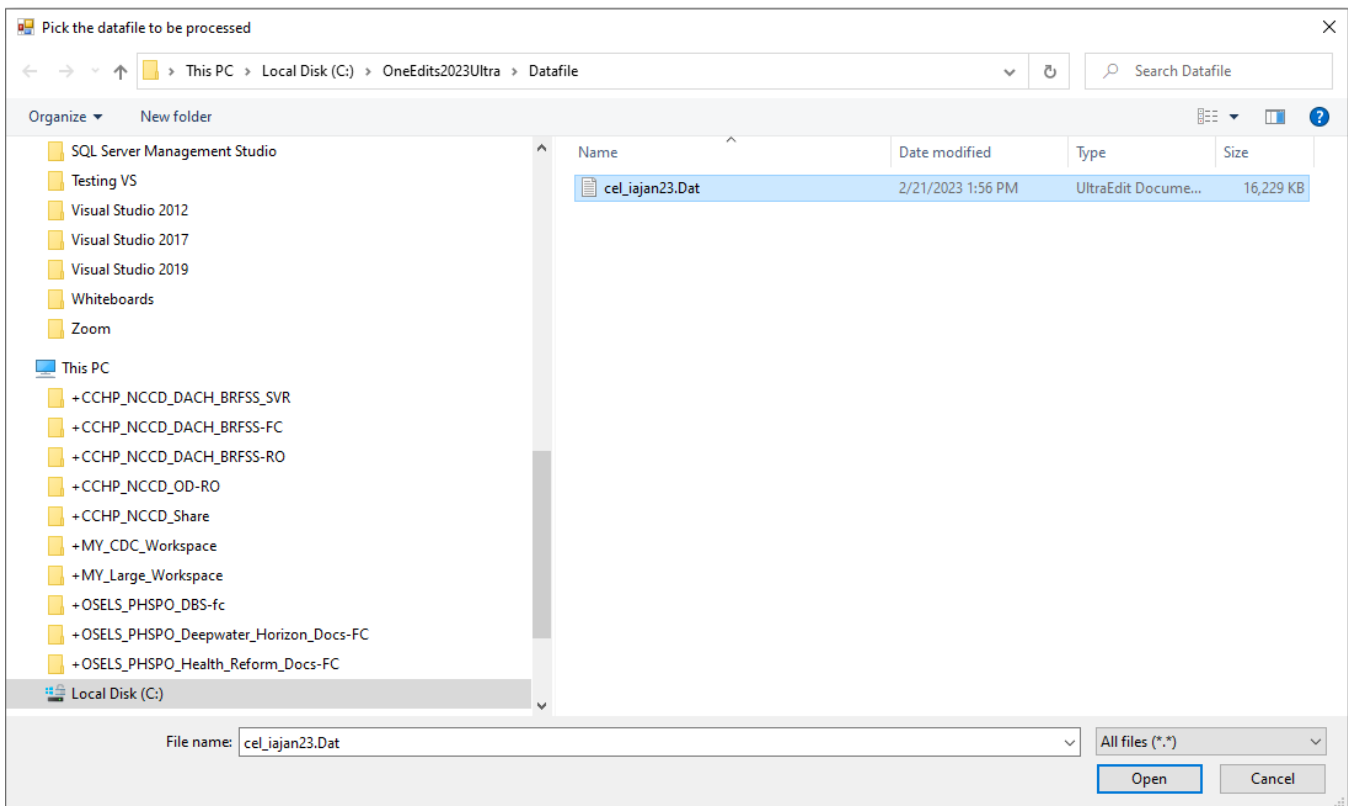
OneEditsUltra2023:

The next step assumes the new data file has been saved to the **\OneEditsUltra2023\DataFile** folder. You will use the **BRFSSEdITS2023.exe** program to identify the Warning and Error messages and make any necessary changes to the data.

Now you can run the **BRFSSEdITS2023.exe** program. This can be done from the **Start** menu **Programs\ One Edits2023Ultra\ OneEdits2023Ultra**

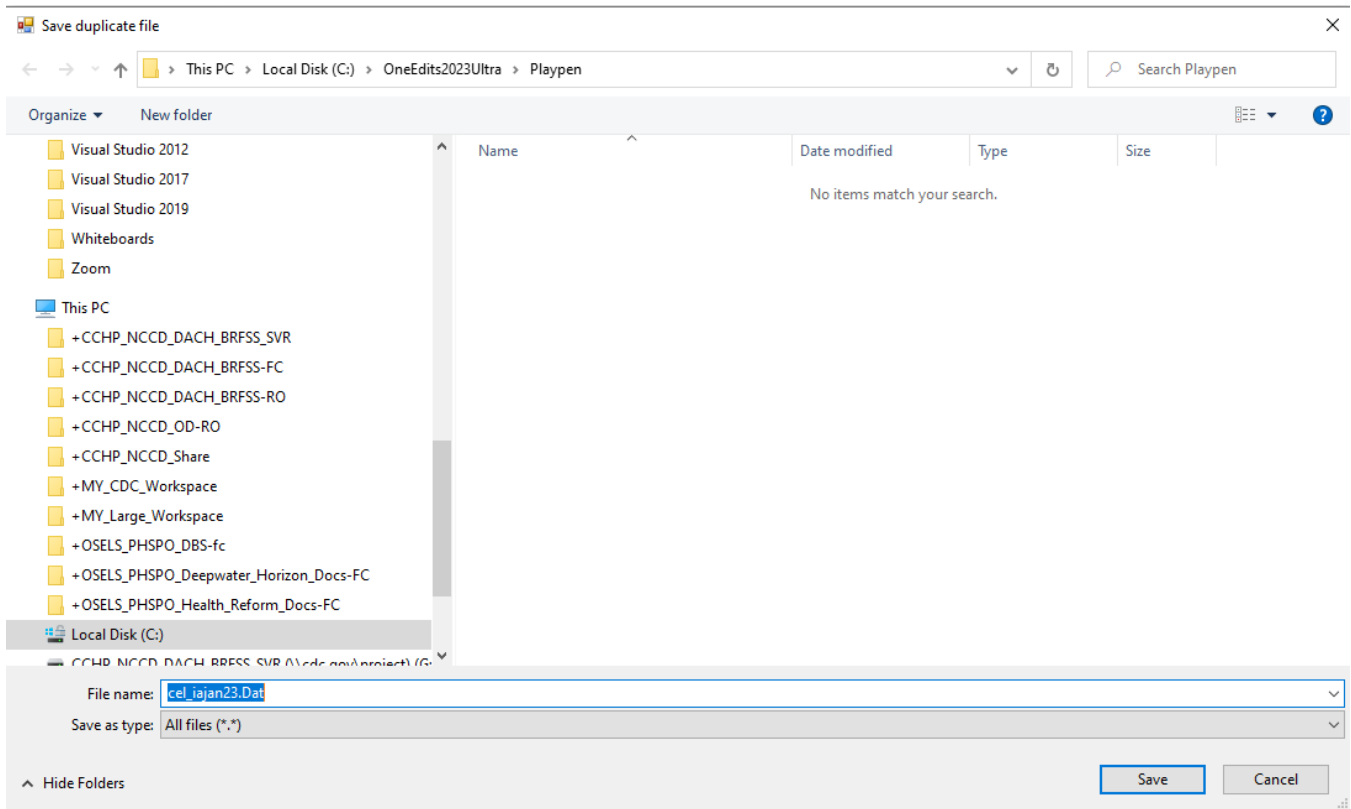


From the **File** menu select '**Open Datafile**' option. A new window will be displayed. To the right of "**Look in:**" should be the folder **Datafile**.



Open the current data file from the **DataFile** folder. You should select the SSMMM20.DAT file that you copied to the **DataFile** folder. When you have selected a proper file click the **Open** button.

The program will prompt you to save duplicate copy in **PlayPen** folder. Note this is different than the **DataFile** folder just used above. This duplicate copy (in the **PlayPen** folder) will be used for future data editing purpose.



Name this file in the same incremental manner that has been used in previous years (SSMMM23A.DAT/Cel_SSMMM23N.DAT). Make sure the folder name is **PlayPen**. Once everything is correct click on **Save**. Any changes that are made using **OneEditsUltra2023** will be reflected in the data file in the **PlayPen** folder. The original file you copied into the **DataFile** folder is not modified by the OneEditsUltra.

The copy in the **PlayPen** folder will then be used to generate the initial Screening Results. Click on **OK** to close the window.

Data Screening Result X

Screening Result - C:\OneEdits2023Ultra\Playpen\cel_iajan23.Dat

Module name	Records W/ Resp	Recs No Resp
CPI	1071	10782
MOD 01 - Pre-Diabetes	0	11853
MOD 02 - Diabetes	93	11760
MOD 03 - Arthritis	0	11853
MOD 04 - Lung Cancer Screening	0	11853
MOD 05 - Breast and Cervical Cancer Screening	0	11853
MOD 06 - Prostate Cancer Screening	0	11853
MOD 07 - Colorectal Cancer Screening	0	11853
MOD 08 - Cancer Surv: Type of Cancer	0	11853
MOD 09 - Cancer Surv: Course of Treatment	0	11853
MOD 10 - Cancer Surv: Pain Management	0	11853

Number of Completes 718
Number of Incompletes 11059
Number of Partial Completes 76
Number of Total Records 11853

The default for **OneEditsUltra2023** is to edit the id sections, core instrument, and all modules that were identified as having a response by the initial Screening Results. Once you have selected the survey, you can verify the modules that is going to be edited in this edit run by selecting **Configuration** then **Module Selection** from the main menu. This is based on State. This menu will not be available once you have you have selected the data file. OneEditsUltra2023 is coded with module list for states doing split surveys. States not doing split versions would not see any optional modules selected in this screen as OneEditsUltra2023 would run all the available data. States can change their setting here in case they have changed modules for split surveys; States not doing split survey have little value for this option.

Configure Modules for Split Versions

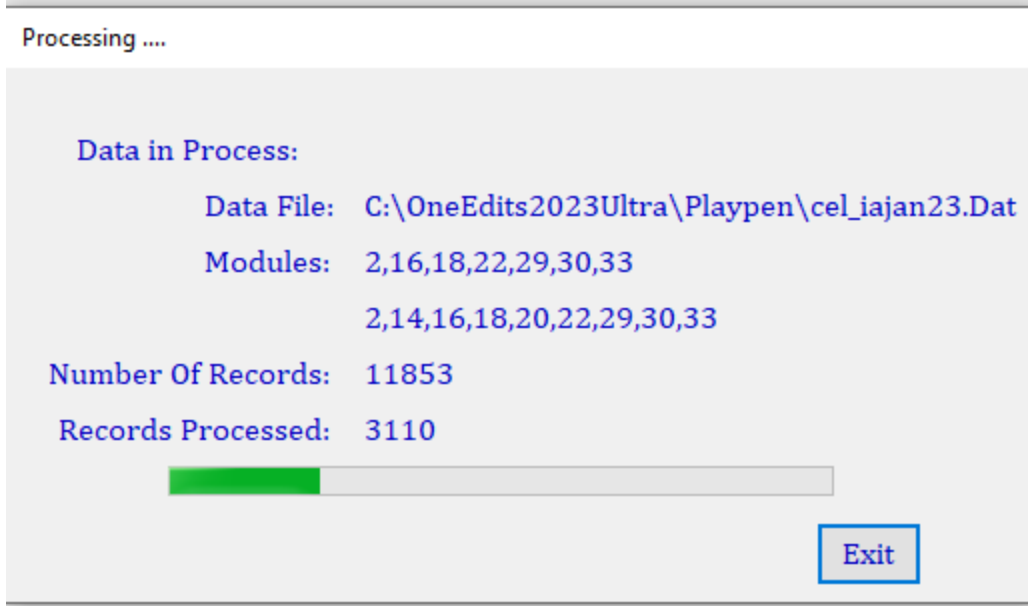
Select a State *State is doing 2 version in the survey.*
+2,16,18,22,29,30,33/+2,14,16,18,20,22,29,30,33

Available Modules

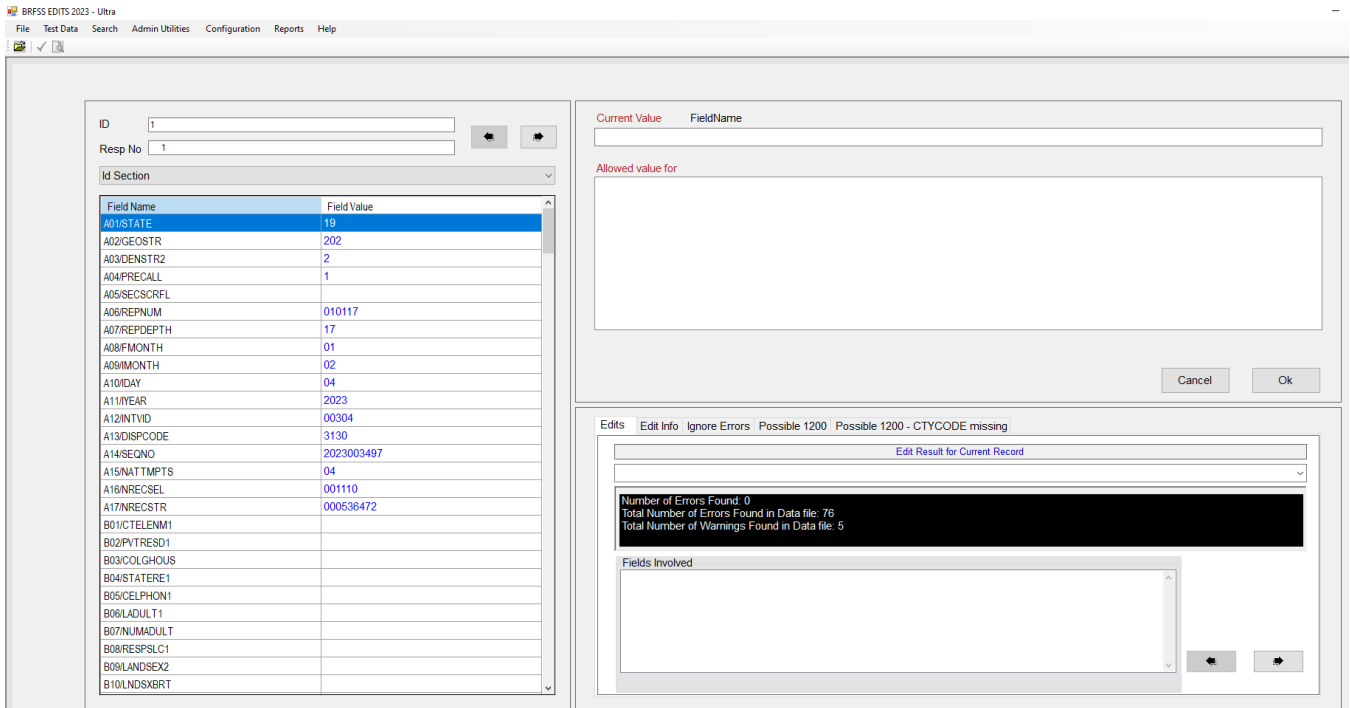
<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> Core	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> MOD 11 - Indoor Tanning	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> MOD 22 - SOGI
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> MOD 01 - Pre-Diabetes	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> MOD 12 - Excess Sun Exposure	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> MOD 23 - Marijuana Use
<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> MOD 02 - Diabetes	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> MOD 13 - Cognitive Decline	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> MOD 24 - Adverse Childhood Experiences
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> MOD 03 - Arthritis	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> MOD 14 - Caregiver	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> MOD 25 - Place of Flu Vaccination
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> MOD 04 - Lung Cancer Screening	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> MOD 15 - Tobacco Cessation	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> MOD 26 - HPV Vaccination
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> MOD 05 - Breast and Cervical Cancer Scre	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> MOD 16 - Other Tobacco Use	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> MOD 27 - Tdap
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> MOD 06 - Prostate Cancer Screening	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> MOD 17 - Firearm Safety	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> MOD 28 - COVID Vaccination
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> MOD 07 - Colorectal Cancer Screening	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> MOD 18 - Industry and Occupation	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> MOD 29 - Social Determinants Health Equi
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> MOD 08 - Cancer Surv: Type of Cancer	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> MOD 19 - Heart Attack and Stroke	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> MOD 30 - Reactions to Race
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> MOD 09 - Cancer Surv: Course of Treatmen	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> MOD 20 - Aspirin for CVD Prevention	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> MOD 31 - Random Child Selection
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> MOD 10 - Cancer Surv: Pain Management	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> MOD 21 - Sex at Birth	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> MOD 32 - Childhood Asthma Prevalence

Please select the state for which you either want to verify or change module listing for various tracks of split survey. Make sure the check boxes are selected next to appropriate modules for appropriate track, 1st column signifies 1st track, 2nd row 2nd track and so on.

To continue with the editing of the selected data file, from the main menu select the **Test Data** menu then select **Run Editset**. It can take anywhere from 1 to 10 minutes to process the file. When this is done the new screen will close and you will be returned to the main menu.



From the main menu select **Test Data** then select **View Data**. You can now scroll through the data file and make corrections as needed.

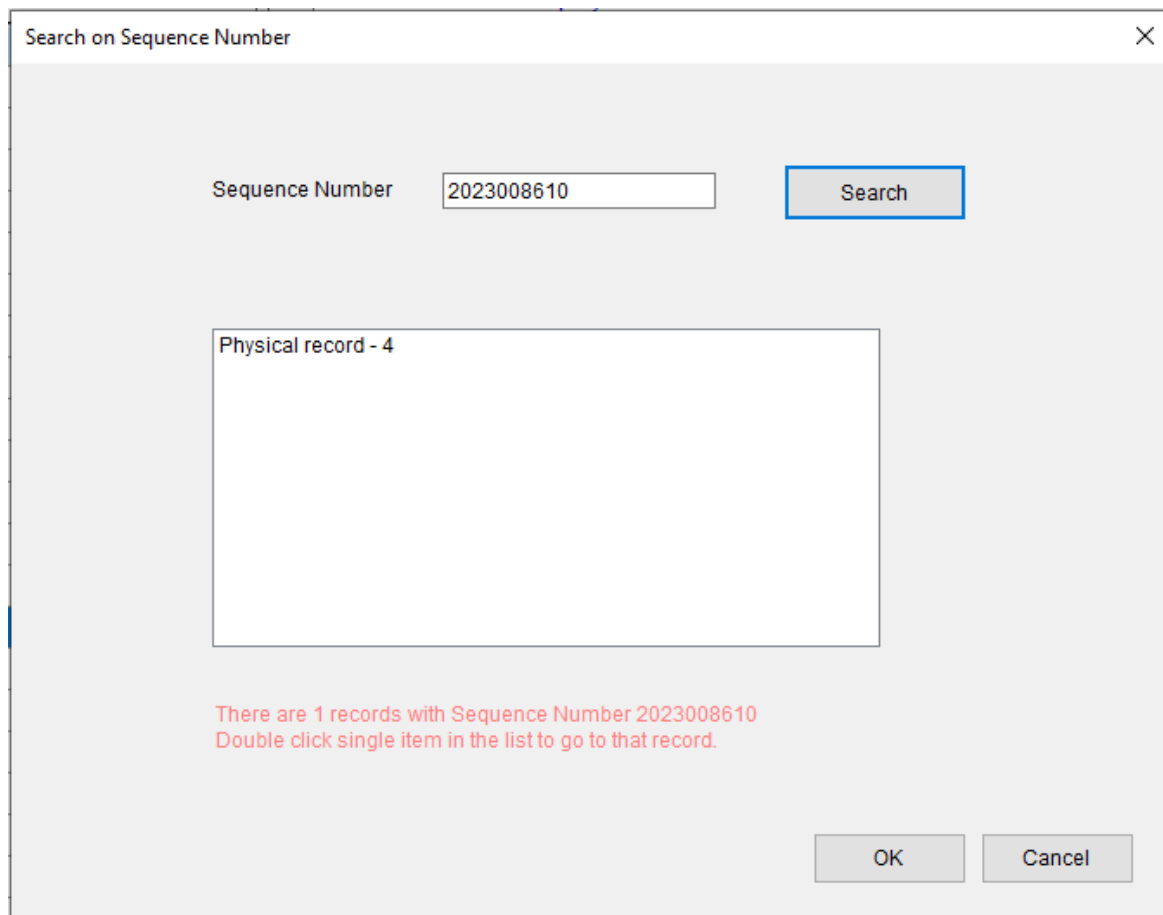


From this screen you can use the arrows on the top left to move from record to record. The arrows on the bottom right will move from one error to the next (if there is only one error in a record then it will move to the next record). If you cannot see the whole error message, click on the **Edit Info** tab and a larger area with information will be shown. **Ignore Errors** tab bunch up errors based on edits and allows you to ignore them so that certain repetitive errors can be suppressed, and you can work through errors that are fixable.

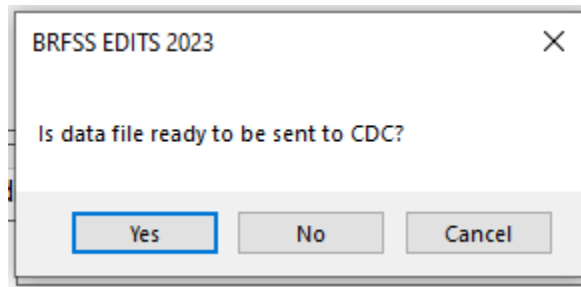
The **Resp No** on the top part of the screen can be used to find the record in WinCATI. The **ID** number on the top part of the screen is a value used by **OneEditsUltra2023** and has no relationship to WinCATI values. Another way to find a record is to use the Annual SEQNO value (a unique 10-digit value for every sample record).

The reports are also available to review or print once **View Data** has been used. It is suggested that after you run **View Data** that you look at the reports of how many warnings/errors you have in your data file. You will notice that the main menu is still on the top of the screen. So, while the **View Data** screen is still shown go to the top menu bar and select **Reports** then select **Summary Report** and **Edits Report**. You can then print these or save them to a file (I would suggest saving them using .html format then open them with your browser). Once you are finished viewing the reports, click on the **X** in the upper right-hand corner of the window to close the report. You can now go back to editing the data.

You can search the records based on Sequence numbers. Select 'Search -> Sq Num Search' menu and when prompted enter Sequence number as shown below. Double click on the selected Physical record will take you to the selected record for the editing.

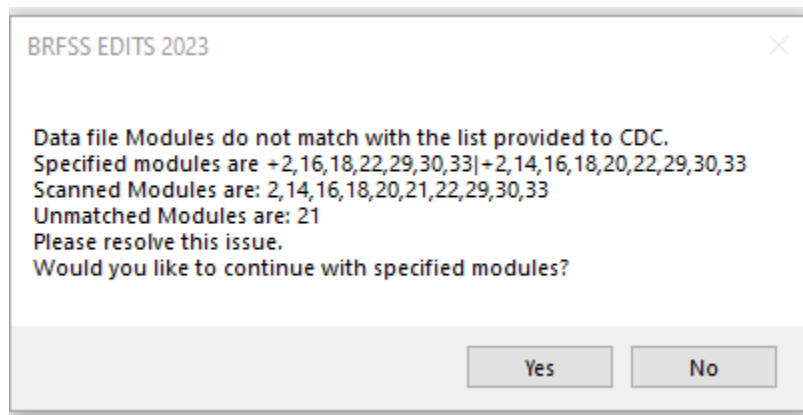


When finished editing from the main menu select **File** then **Exit**. The following screen is displayed:



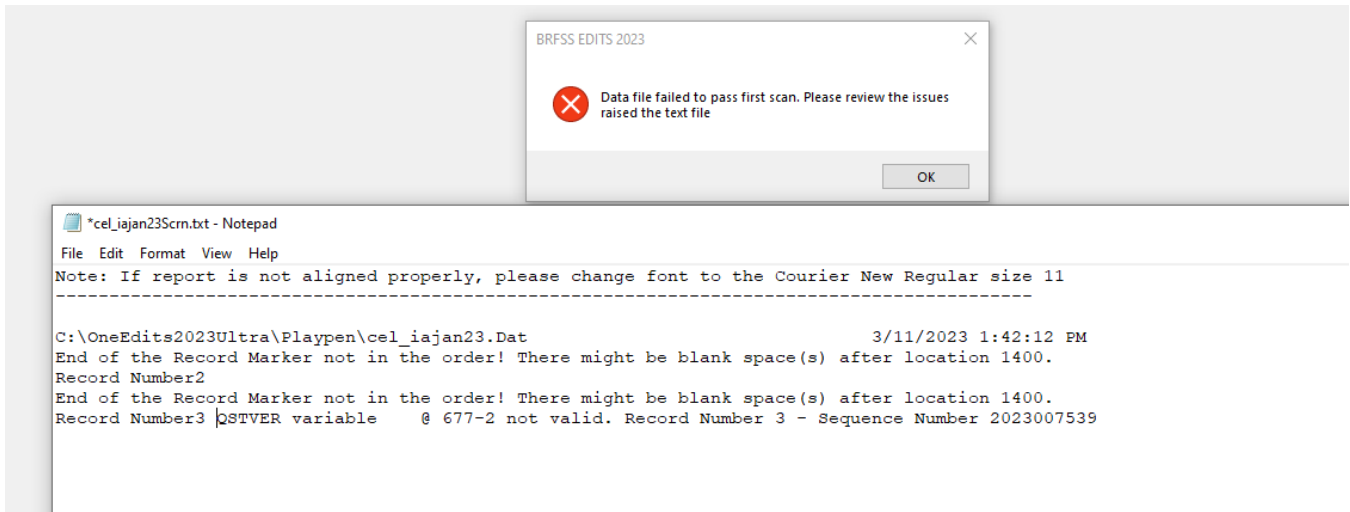
If you want to save the edits output and return to the editing later click '**No**'. If you are through editing this file click **Yes**. Clicking 'Yes' means you are done editing the file and it is ready to be sent to PHSB.

You may come across these 3 error/information screens while processing the data. The screen below tells you that module list coded for that particular state (split survey) does not match with data being carried in the data set. This would be a good time to verify your data collection and if need be change the setting in OneEditsUltra2023 **Configuration – Module Selection** menu. If you make such adjustments, please do not forget to share it with PHSB so that we can update our systems here.



The screen below informs that EOR (end of the record marker i.e., '1') is misplaced. For 2023, EOR should be at 1400 position. This screen also tells the record number failed on this test, so that user can directly go to that record and fix it.

To successfully run edits, certain critical fields should be populated in the dataset and if one of them is missing, this would crash that run. To prevent that following screen requests user to fix this issue.



Once you are done with your editing the file should be ready for submission to PHSB if it is showing no errors by **OneEditsUltra2023**. Send the appropriate file from the **\OneEditsUltra2023\Playpen** folder to the PHSB. Next use the BRFSS upload/download web site to submit your data. (<https://nccd.intra.cdc.gov/BRFSSIntranet/Intranet/Actions/SubmitFiles.aspx>).

If you had to stop editing a file before you were finished and you want to restart the editing where you previously left off, then select **File** from the main menu. Next select **Resume Editing** (instead of **Open Datafile**). You will then be asked what **\OneEditsUltra2023\PlayPen** file you want to resume editing. Select the appropriate file and you should be where you left off before.

If you have any question about this procedure contact Bill Garvin at (770) 488-4623, email wgarvin@cdc.gov. For issues with the installation of the **OneEditsUltra2023** programs contact Ajay Sharma at (770) 488-4556, email asharma1@cdc.gov.

ATTACHMENT E - HRI Consultant Agreement

CONSULTANT AGREEMENT

THIS AGREEMENT, made as of «Start_Date» (the "Effective Date"), by and between **HEALTH RESEARCH, INC.**, a not for profit corporation organized and existing under the laws of the State of New York, with principal offices located at Riverview Center, 150 Broadway, Ste. 280, Menands, NY 12204, hereinafter referred to as **HRI**, and «CONSULTANT_NAME», located at «Address_One», «Address_Two»«City», «STATE», «Zip», herein after referred to as the **CONSULTANT**.

WITNESSETH

WHEREAS, HRI has been awarded a grant from «Sponsor_Name» for the conduct of a project entitled "«Project_Title»"; and,

WHEREAS, funding for the project, in whole or in part, is provided under a federal government grant or contract; and,

WHEREAS, HRI desires the Consultant's performance of certain services for HRI in connection with such project; and,

WHEREAS, Consultant has represented to HRI that "he/she/it" is competent, willing and able to perform such services for HRI.

NOW THEREFORE, in consideration of the promises, mutual covenants, and agreements contained herein, it is mutually agreed by and between the respective parties as follows:

1. Consultant agrees to perform, as an independent contractor and not as an employee or agent of HRI, all the services set forth in Exhibit "A", appended hereto and made a part hereof, to the satisfaction of HRI's Principal Investigator, «PI_Name».
1. The Agreement shall be effective and allowable costs may be incurred by the Consultant from the Effective Date and shall continue until «End_Date» (the "Term") unless terminated sooner as hereinafter provided or extended by written agreement of the parties.
2. In full and complete consideration of Consultant's performance hereunder, HRI agrees to compensate Consultant pursuant to the breakdown in Exhibit "A" attached. Final invoices are due within 60 days of the termination date of this Agreement. Requests received after this 60-day period may not be honored. Any reimbursement payable hereunder by HRI to the Consultant shall be subject to retroactive reductions and/or repayment for amounts included therein which are identified by HRI, on the basis of any review or audit, to not constitute an allowable cost or charge hereunder.
3. The Scope of Work and Budget in Exhibit "A" may be modified as conditions warrant by mutual agreement between HRI and Consultant, and confirmed in writing. In no event shall the total consideration under this Agreement exceed Total Contract Amount Typed Out Dollars (\$«Total_Contract_Amt_In_Numbers»).
4. Consultant acknowledges and agrees that all work products, deliverables, designs, writings, inventions, discoveries, and related materials, (collectively "Works") made, produced or delivered by Consultant in the performance of its obligations hereunder will be owned exclusively by HRI. All copyrightable Works are "works made for hire". Consultant will assign, and hereby assigns and transfers, to HRI all intellectual property rights in and to Works, including without limitation, copyrights, patent rights, trademark rights, and trade secret rights. Consultant further agrees that "he/she/it" shall not claim or assert any proprietary interest in any of the data or materials required to be produced or delivered by Consultant in the performance of its obligation hereunder. Consultant warrants that all Works shall be original except for such portion from copyrighted works as may be included with Consultant's advance permission of the copyright owner(s) thereof, that it shall

contain no libelous or unlawful statements or materials, and will not infringe upon any copyright, trademark or patent, statutory or other proprietary rights of others. Consultant further agrees that "he/she/it" will not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to this Agreement without the prior written consent of HRI.

5. Neither party shall use the name of the other or any adaptation, abbreviation or derivative of any of them, whether oral or written, without the prior written permission of the other party. For the purposes of this paragraph "party" on the part of HRI shall include the State of New York and the NYS Department of Health.
6. It is understood and agreed that the services to be rendered by Consultant are unique and that Consultant shall not assign, transfer, subcontract or otherwise dispose of its rights or duties hereunder, in whole or in part, to any other person, firm or corporation, without the advance written consent of HRI.
7. The nature of the relationship which the Consultant shall have to HRI pursuant to this Agreement shall be that of an independent contractor. Under no circumstance shall the Consultant be considered an employee or agent of HRI. This Agreement shall not be construed to contain any authority, either expressed or implied, enabling the Consultant to incur any expense or perform any act on behalf of HRI.
8. Consultant is solely responsible for complying with all applicable laws, including but not limited to those specified in Appendix "A", and obtaining, at Consultant's sole expense, any and all licenses, permits, or authorizations necessary to perform services hereunder.
9. This Agreement shall be void and no force and effect unless Consultant shall provide and maintain coverage during the life of this Agreement for the benefit of such employees as are required to be covered by the provisions of Workers' Compensation Law.
10. Unless otherwise agreed by HRI, Consultant shall maintain, or cause to be maintained, during the Term of this Agreement, insurance or self-insurance equivalents of the following types and amounts: a) Commercial General Liability (CGL) with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate; b) HRI and the People of the State of New York shall be included as Additional Insureds on the Consultant's CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent coverage to the Additional Insureds. The CGL insurance for the Additional Insureds shall be as broad as the coverage provided for the Named Insured Consultant. It shall apply as primary and non-contributing insurance before any insurance maintained by the Additional Insureds; c) other such insurance as may be specified by HRI, depending on the project and services provided by Consultant.
11. Consultant shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance of the services under this Agreement (collectively, "Records"). The Records must be kept for the balance of the calendar year in which they are created and for six years thereafter. HRI shall have reasonable access to such Records as necessary for the purposes of inspection, audit, and copying. Records shall be maintained as Confidential Information and protected from public disclosure.
12. This Agreement, including all applicable attachments and appendices thereto, represents the entire Agreement and understanding of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except in writing, duly executed by both parties hereto.
13. HRI may terminate this Agreement with or without cause at any time by giving advance notice, when, in its sole discretion, HRI determines that it is in the best interests of HRI to do so, or as directed by the project sponsor. Such termination shall not affect any commitments which, in the judgment of HRI, have become legally binding prior to the effective date of termination. Upon termination of the Agreement by either party for any reason, Consultant shall immediately turn over to HRI any works in progress, materials, and deliverables (whether completed or not) related to the services performed up to the date of termination. It is understood and agreed, however, that in the event that Consultant is in default upon any of its obligations, hereunder, at

the time of such termination, such right of termination on the part of HRI shall expressly be in addition to any other rights or remedies which HRI may have against Consultant by reason of such default.

14. Consultant acknowledges and agrees that, during the course of performing services for HRI, it may receive information of a confidential nature, whether marked or unmarked ("Confidential Information"). Consultant agrees to protect such Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Consultant will not use Confidential Information for any purpose other than to facilitate the provision of services under this Agreement, and Consultant will not disclose Confidential Information to any third party without HRI's advance written consent.
15. Consultant represents and warrants that: a) it has the full right and authority to enter into and perform under this Agreement; b) it will perform the services set forth in Exhibit "A" in a workmanlike manner consistent with applicable industry practices; c) the services, work products, and deliverables provided by Consultant will conform to the specifications in Exhibit "A"; d) there is no pending or threatened claim or litigation that would have a material adverse impact on its ability to perform as required by this Agreement.
16. Consultant shall have no interest, financial or otherwise, direct or indirect, or engage in any business, transaction, or professional activity, that may create a conflict with the proper discharge of Consultant's duties under this Agreement. In the event any actual or potential conflict arises, Consultant agrees to notify HRI in writing within ten (10) days to allow HRI to evaluate any potential impact on Consultant's performance under this Agreement.
17. To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend HRI, its agents, employees, officers, board members, the New York State Department of Health, and the People of the State of New York against all claims, damages, losses or expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense arises out of, or in connection with, any act or omission by Consultant, or anyone directly or indirectly employed or contracted by Consultant, in the performance of services under this Agreement, and such acts or omissions (i) constitute negligence, willful misconduct, or fraud; (ii) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from; (iii) cause the breach of any confidentiality obligations set forth herein; (iv) relate to any claim for compensation and payment by any employee or agent of Consultant; (v) result in intellectual property infringement or misappropriation by Consultant, its employees, agents, or subcontractors; or (vi) are violations of regulatory or statutory provisions of the New York State Labor Law, OSHA or other governing rule or applicable law. The obligation of the Consultant to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including workers' compensation or other employee benefit acts provided by the Consultant.
18. Should any provision of this Agreement be proven to be invalid or legally ineffective, the overall validity of this Agreement shall not be affected. Unless the parties agree on an amended provision, the invalid provision shall be deemed to be replaced by a valid provision accomplishing as far as possible the purpose and intent of the parties at the date of the Agreement.
19. The failure of HRI to assert a right hereunder or to insist on compliance with any term or condition of this Agreement shall not constitute a waiver of that right of HRI, or other rights of HRI under the Agreement, or excuse a subsequent failure to perform any such term or condition by Consultant.
20. This Agreement shall be governed and construed in accordance with the laws of the State of New York. The jurisdictional venue for any legal proceedings involving this Agreement shall be in the State of New York. Disputes involving this Agreement may not be submitted to binding arbitration.
21. In addition to the methods of process allowed by the State Civil Practice Law & Rules (CPLR), in any litigation arising under or with respect to this Agreement, Consultant hereby consents to the service of process upon it by registered or certified mail, return receipt requested, and will promptly notify HRI in writing in the event there is any change of address to which service of process can be made.

22. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to the Agreement by facsimile transmission or PDF shall be as effective as delivery of a manually signed counterpart.

23. Consultant agrees to abide by the terms and conditions of Appendix "A" attached hereto and made a part hereof, including the provisions required for federally funded projects, if applicable.

HEALTH RESEARCH, INC.
APPENDIX A to AGREEMENT WITH ENTITY

The parties to the attached Agreement further agree to be bound by the following terms, which are hereby made a part of said Agreement:

1. During the performance of the Agreement, the Consultant agrees as follows:

(a) Equal Opportunity, Non-Discrimination, and Notice of Labor Rights - Consultant acknowledges and agrees, whether or not required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) or any other State or Federal statutory or constitutional non-discrimination or civil rights provisions, including but not limited to the American Disabilities Act, that Consultant will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, pregnancy-related condition, military or veteran status, genetic predisposition or carrier status, marital or familial status, domestic violence victim status, individual's relationship or association with a member of a protected category or any other basis protected by state and federal law. Furthermore, Consultant agrees that neither it nor its authorized subcontractors, if any, shall, by reason of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, pregnancy-related condition, military or veteran status, genetic predisposition or carrier status, marital or familial status, domestic violence victim status, individual's relationship or association with a member of a protected category or any other basis protected by applicable state and federal law: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. Consultant is subject to Section 220-e or Section 239 of the New York State Labor Law for work performed under this Agreement. Pursuant thereto, Consultant is subject to fines of \$50.00 per person per day for any violation of this provision, which may be deducted from any amounts payable under this Agreement, as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation. Consultant shall, to the extent they apply, abide by (1) the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin and require affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability; (2) 29 CFR Part 471, Appendix A to Subpart A, and (3) E-Verify.

(b) EEO Reporting - If Consultant is required by federal regulations to file Employer Information Report EEO-1 (standard form 100) or Federal Contractor Veterans' Employment Report VETS-4212, Consultant certifies that it has done so or will file such reports in accordance with applicable instructions and will continue to file such reports unless or until no longer required by law or regulation.

(c) System for Award Management (SAM) - Consultant is required to register with SAM.gov and maintain active status as stated in 2 CFR Subtitle A, Chapter 1, and Part 25 of Code of Federal Regulations. Consultant must maintain the accuracy/currency of the information in SAM at all times during which your entity has an active agreement with HRI. Additionally, your entity is required to review and update the information at least annually after the initial registration, and more frequently if required by changes in your information.

2. Assurances Required by DHHS--HHS (Where Applicable)

(a) Human Subjects, Derived Materials or Data

The Consultant and HRI both agree to abide by DHHS regulations concerning Human Subjects. The DHHS regulation, 45 CFR 46, provides a systematic means, based on established ethical principles, protecting the rights and welfare of individuals who may be exposed to the possibility of physical, psychological or social injury while they are participating as subjects in research, development or related activities. The regulation extends to the human fetus (either in utero or ex utero), the dead, organs, tissues, and body fluids, and graphic, written or recorded information derived from human sources.

The DHHS regulation requires institutional assurances, including the implementation of procedures for review, and the assignment of responsibilities for adequately protecting the rights and welfare of human subjects. Safeguarding these rights and welfare is, by DHHS policy, primarily the responsibility of the grantee. The Consultant is responsible for ensuring that the activity described or covered by this Agreement, and additional information relating to human subjects, derived materials or data are annually reviewed and approved by the Institutional Review Board of the Consultant. The Consultant and HRI agree to complete an HHS 596 form on an annual basis.

(b) Laboratory Animals

The Consultant agrees to abide by HHS policy requiring that laboratory animals not suffer unnecessary discomfort, pain or injury. The Consultant must assure HHS, in writing that it is committed to following the standards established by the Animal Welfare Acts and by the documents entitled "Principles for Use of Animals "and" Guide for the Care and Use of Laboratory Animals."

(c) Recombinant DNA

The Consultant agrees to abide by the current HHS Guidelines for Research involving Recombinant DNA Molecules. All research involving recombinant DNA techniques that is supported by the Public Health Service must meet the requirements of these Guidelines, which were developed in response to the concerns of the scientific and lay communities about the possible effects of recombinant DNA research. Their purpose is to specify practices for the construction and handling of recombinant DNA molecules and organisms or viruses containing recombinant DNA. As defined by the Guidelines, "recombinant DNA" corresponds to: (1) molecules that are constructed outside living cells by joining natural or synthetic DNA segments to DNA molecules that can replicate in a living cell; or (2) DNA molecules that result from the replication of a molecule described in (1).

Several types of studies involving recombinant DNA are exempt from the Guidelines while others are prohibited by the Guidelines. For the remainder, the Consultant must establish and implement policies that provide for the safe conduct of the research in full conformity with the Guidelines. This responsibility includes establishing an institutional biosafety committee to review all recombinant DNA research to be conducted at or sponsored by the Consultant and to approve those projects that are in conformity with the Guidelines. For each approved project, a valid Memorandum of Understanding and Agreement (MUA) shall be prepared for submission when solicited by an appropriate HHS staff member. The MUA is considered approved after review and acceptance by ORDA and by the Consultant.

(d) Promoting Objectivity in Research

Neither Consultant nor anyone working on its behalf shall have any interest, financial or otherwise, direct or indirect, or engage in any business, transaction, or professional activity that may create a conflict, or the appearance of a conflict, with the proper discharge of Consultant's duties under this Agreement or the conflict of interest policy of any agency providing federal funding under this Agreement. In the event any actual or potential conflict arises, Consultant agrees (i) to notify HRI in writing within ten (10) days to allow HRI to evaluate any potential or actual conflict, and, (ii) if required, eliminate the conflict or put in place an acceptable conflict management plan. Consultant agrees to comply with the DHHS/HHS regulatory requirements on Responsibility of Applicants for Promoting Objectivity in Research and financial conflicts of interest set forth in 42 CFR Part 50 Subpart F, as may be amended from time to time. Failure to disclose conflicts or provide information related thereto to HRI may be cause for termination of the Agreement.

(e) Additional Assurances

Should any additional DHHS-HHS regulations be promulgated that are applicable to this Agreement, the Consultant and HRI will review and agree to include them as part of this Agreement.

(f) National Labor Relations Act (Executive Order 13496)

Contractors that are not exempt from the National Labor Relations Act and have contracts, subcontracts or purchase orders subject to EO 13496 must satisfy the requirements of that Executive Order and its implementing regulations at 29 CFR Part 471 to be in compliance with the law.

The following provisions 3-6 are applicable to federally funded projects:

3. Clean Air Act and the Federal Water Pollution Control Act Compliance - If this Agreement is in excess of \$150,000, Consultant agrees to comply and to require that all subcontractors comply, where applicable, with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

4. Notice as Required Under Public Law 103-333 - The Consultant is hereby notified of the following statement made by the Congress at Section 507(a) of Public Law 103-333 (The DHHS Appropriations Act, 1995, hereinafter the "Act"): It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.

5. Required Federal Certifications - Acceptance of this Agreement by Consultant constitutes certification by the Consultant of all of the following:

(a) The Consultant is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

(b) The Consultant is not delinquent on any Federal debt.

(c) The Consultant will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) requiring for Agreements of \$100,000 or more, that Consultant (i) will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352, and (ii) will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(d) The Consultant shall comply with the requirements of the Pro-Children Act of 1994 and shall not allow smoking within any portion of any indoor facility used for the provision of health, day care, early childhood development, education or library services to children under the age of eighteen (18) if the services are funded by a federal program, as this Agreement is, or if the services are provided in indoor facilities that are constructed, operated or maintained with such federal funds.

(e) The Consultant has established administrative policies regarding Scientific Misconduct as required by the Final Rule 42 CFR Part 93, Subpart A as published at the 54 Federal Register 32446, August 8, 1989.

(f) The Consultant maintains a drug free workplace in compliance with the Drug Free Workplace Act of 1988 as implemented in 45 CFR Part 76.

(g) If the Project Sponsor is either an agency of the Public Health Service or the National Science Foundation, the Consultant is in compliance with the rules governing Objectivity in Research as published in 60 Federal Register July 11, 1995.

6. Whistleblower Policy - Congress has enacted whistleblower protection statute 41 U.S.C. 4712, which applies to all employees working for contractors, grantees, subcontractors, and sub-grantees on federal grants and contracts. This program requires all grantees, sub-grantees and subcontractors to: inform their employees

working on any federally funded award they are subject to the whistleblower rights and remedies of the program; inform their employee in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and Contractors and grantees will include such requirements in any agreement made with a subcontractor or sub-grantee.

The statute (41 U.S.C. 4712) states that an "employee of a contractor, subcontractor, grantee [or sub-grantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee's disclosure must be made to: a Member of Congress or a representative of a Congressional committee; or an Inspector General; or the Government Accountability Office; or a Federal employee responsible for contract or grant oversight or management at the relevant agency; or an authorized official of the Department of Justice or other law enforcement agency; or a court or grand jury; a management official or other employee of the contractor, subcontractor, grantee or sub-grantee who has the responsibility to investigate, discover or address misconduct.

The Consultant shall require that the language of all of the above certifications will be included in the award documents for all subawards under this Agreement (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Consultant agrees to notify HRI immediately if there is a change in its status relating to any of the above certifications.

7. The following pertains only to Consultants located in New York City or doing business in New York City: Contractor agrees it is compliant with NYC Local Law 96 (2018) Stop Sexual Harassment in NYC Act.